

File No. 221063

Committee Item No. 3

Board Item No. 23

## COMMITTEE/BOARD OF SUPERVISORS

### AGENDA PACKET CONTENTS LIST

Committee: Government Audit and Oversight

Date: November 17, 2022

Board of Supervisors Meeting:

Date: November 29, 2022

#### Cmte Board

<input type="checkbox"/>	<input type="checkbox"/>	Motion
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Resolution
<input type="checkbox"/>	<input type="checkbox"/>	Ordinance
<input type="checkbox"/>	<input type="checkbox"/>	Legislative Digest
<input type="checkbox"/>	<input type="checkbox"/>	Budget and Legislative Analyst Report
<input type="checkbox"/>	<input type="checkbox"/>	Youth Commission Report
<input type="checkbox"/>	<input type="checkbox"/>	Introduction Form
<input type="checkbox"/>	<input type="checkbox"/>	Department/Agency Cover Letter and/or Report
<input type="checkbox"/>	<input type="checkbox"/>	MOU - FY2022-2024 - Clean
<input type="checkbox"/>	<input type="checkbox"/>	MOU - FY2022-2024 - Redline
<input type="checkbox"/>	<input type="checkbox"/>	Grant Information Form
<input type="checkbox"/>	<input type="checkbox"/>	Grant Budget
<input type="checkbox"/>	<input type="checkbox"/>	Subcontract Budget
<input type="checkbox"/>	<input type="checkbox"/>	Contract/Agreement
<input type="checkbox"/>	<input type="checkbox"/>	Form 126 – Ethics Commission
<input type="checkbox"/>	<input type="checkbox"/>	Award Letter
<input type="checkbox"/>	<input type="checkbox"/>	Application
<input type="checkbox"/>	<input type="checkbox"/>	Public Correspondence

#### OTHER

<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Mills Act Application
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Mills Act App Draft Rehab & Maintenance Plans (Exhibits A&B)
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Draft Mills Act Historical Property Agrmt
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Mills Act Valuation
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	ASR Draft Mills Act Valuation
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	HPC Reso No. 1274 100522
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	PLN Cat Ex
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	PC Transmittal 101822
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	PLN Pre-Approval Inspection Rp
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	PLN Executive Summary
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	PLN PPT 111722
<input type="checkbox"/>	<input type="checkbox"/>	

Prepared by: Stephanie Cabrera

Date: November 10, 2022

Prepared by: Stephanie Cabrera

Date: November 18, 2022

Prepared by: \_\_\_\_\_

Date: \_\_\_\_\_

1 [Mills Act Historical Property Contract - 942-944 Fell Street]

2  
3 **Resolution approving a historical property contract between Julie A. Chin, the owner of**  
4 **942-944 Fell Street, and the City and County of San Francisco, under Administrative**  
5 **Code, Chapter 71; and authorizing the Planning Director and the Assessor-Recorder to**  
6 **execute and record the historical property contract.**  
7

8 WHEREAS, The California Mills Act (Government Code, Section 50280 et seq.)  
9 authorizes local governments to enter into a contract with the owners of a qualified historical  
10 property who agree to rehabilitate, restore, preserve, and maintain the property in return for  
11 property tax reductions under the California Revenue and Taxation Code; and

12 WHEREAS, The Planning Department has determined that the actions contemplated in  
13 this Resolution comply with the California Environmental Quality Act (California Public  
14 Resources Code, Sections 21000 et seq.); and

15 WHEREAS, Said determination is on file with the Clerk of the Board of Supervisors in  
16 File No. \_\_\_\_, is incorporated herein by reference, and the Board herein affirms it; and

17 WHEREAS, San Francisco contains many historic buildings that add to its character  
18 and international reputation and that have not been adequately maintained, may be  
19 structurally deficient, or may need rehabilitation, and the costs of properly rehabilitating,  
20 restoring, and preserving these historic buildings may be prohibitive for property owners; and

21 WHEREAS, Administrative Code, Chapter 71 was adopted to implement the provisions  
22 of the Mills Act and to preserve these historic buildings; and

23 WHEREAS, 942-944 Fell Street is a contributor to Alamo Square Historic District, and  
24 thus qualifies as a historical property as defined in Administrative Code, Section 71.2; and  
25

1 WHEREAS, A Mills Act application for an historical property contract has been  
2 submitted by Julie A. Chin, the owner of 942-944 Fell Street, detailing rehabilitation work and  
3 proposing a maintenance plan for the property; and

4 WHEREAS, As required by Administrative Code, Section 71.4(a), the application for  
5 the historical property contract for 942-944 Fell Street was reviewed by the Office of the  
6 Assessor-Recorder and the Historic Preservation Commission; and

7 WHEREAS, The Assessor-Recorder has reviewed the historical property contract and  
8 has provided the Board of Supervisors with an estimate of the property tax calculations and  
9 the difference in property tax assessments under the different valuation methods permitted by  
10 the Mills Act in its report transmitted to the Board of Supervisors on October 5, 2022, which  
11 report is on file with the Clerk of the Board of Supervisors in File No. 221063 and is hereby  
12 declared to be a part of this Resolution as if set forth fully herein; and

13 WHEREAS, The Historic Preservation Commission recommended approval of the  
14 historical property contract in its Resolution No. 1274, including the Rehabilitation Program  
15 and Maintenance Plan, attached to said Resolution, which is on file with the Clerk of the  
16 Board of Supervisors in File No 221063 and is hereby declared to be a part of this Resolution  
17 as if set forth fully herein; and

18 WHEREAS, The draft historical property contract between Julie A. Chin, the owner of  
19 942-944 Fell Street, and the City and County of San Francisco is on file with the Clerk of the  
20 Board of Supervisors in File No. 221063 and is hereby declared to be a part of this Resolution  
21 as if set forth fully herein; and

22 WHEREAS, The Board of Supervisors has conducted a public hearing pursuant to  
23 Administrative Code, Section 71.4(d) to review the Historic Preservation Commission's  
24 recommendation and the information provided by the Assessor's Office in order to determine  
25 whether the City should execute the historical property contract for 942-944 Fell Street; and

1           WHEREAS, The Board of Supervisors has balanced the benefits of the Mills Act to the  
2 owner of 942-944 Fell Street, as well as the historical value of 942-944 Fell Street, with the  
3 cost to the City of providing the property tax reductions authorized by the Mills Act, and has  
4 determined that it is in the public interest to enter into an historical property contract with the  
5 applicants; now, therefore, be it

6           RESOLVED, That, provided that 942-944 Fell Street is a contributor to the Alamo  
7 Square Historic District, the Board of Supervisors hereby approves the historical property  
8 contract between Julie A. Chin, the owner of 942-944 Fell Street, and the City and County of  
9 San Francisco; and, be it

10          FURTHER RESOLVED, That, the Board of Supervisors hereby authorizes the  
11 Planning Director and the Assessor-Recorder to execute the historical property contract and  
12 record the historical property contract.  
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# MILLS ACT HISTORICAL PROPERTY CONTRACT APPLICATION CHECKLIST:

Applicants should complete this checklist and submit along with the application to ensure that all necessary materials have been provided. **Any application found to be incomplete may nullify the timelines in this application.**

Applications must be submitted as a hard copy and a digital copy to the Planning Department Mills Act Coordinator by **May 1st** in order to comply with the established timelines.

## 1. Mills Act Application

- ☒ YES ☐ NO Has each property owner signed?
- ☒ YES ☐ NO Has each signature been notarized?

## 2. High Property Value Exemption Form & Historic Structure Report (if applicable)

Required for Residential properties with an assessed value over \$3,000,000 and Commercial/Industrial properties with an assessed value over \$5,000,000. **Not Applicable**

- ☐ YES ☐ NO Have you included a separate sheet of paper adequately justifying how the property meets the following exemption criteria and why it should be exempt from the property tax valuations?
- ☐ YES ☐ NO Have you included a copy of the Historic Structure Report completed by a qualified consultant?

## 3. Priority Consideration Criteria Checklist

- ☒ YES ☐ NO Have you included a separate sheet of paper adequately justifying how the property meets three or more priority consideration criteria?

## 4. Draft Mills Act Historical Property Contract

- ☒ YES ☐ NO Have you reviewed the Planning Department's standard "Historical Property Contract"?

## 5. Notary Acknowledgement Form

- ☒ YES ☐ NO Is the Acknowledgement Form complete?
- ☒ YES ☐ NO Do the signatures match the names and capacities of signers?

## 6. Draft Rehabilitation/Restoration and Draft Maintenance Plans

- ☒ YES ☐ NO Have you identified and completed the Rehabilitation/Restoration, and Maintenance Plans organized by contract year, including all supporting documentation, such as photographs and contractor's estimates related to the scopes of work?

## 7. Photographic Documentation

- ☒ YES ☐ NO Have you provided both interior and exterior images (either digitally or on separate sheets of paper)? Are the images properly labeled?

## 8. Site Plan

- ☒ YES ☐ NO Does your site plan show all buildings on the property including lot boundary lines, street name(s), north arrow and dimensions?

## 9. Tax Bill

- ☒ YES ☐ NO Did you include a copy of your most recent tax bill?

## 10. Rental Income Information

- ☒ YES ☐ NO Did you include information regarding any rental income on the property, including anticipated annual expenses, such as utilities, garage, insurance, building maintenance, etc.?

## 11. Application Fee Payment

- ☐ YES ☒ NO Did you include a check payable to the San Francisco Planning Department? The current fee schedule for applications can be found on the Planning Department website.

**Fee will be paid online, per Planning Department directions.**

## 12. Eligibility

- ☒ YES ☐ NO Is your property a qualified historic property?
- ☐ YES ☐ NO If no, did you submit a complete city landmark designation application before December 31 of the previous year.

## 13. Project Review Meeting

- ☒ YES ☐ NO Did you attend a Project Review Meeting with Preservation Staff?

If yes, please provide date of Project Review Meeting. Date: April 26, 2022



**942-944 Fell Street  
Mills Act Application**



# MILLS ACT HISTORICAL PROPERTY CONTRACT

## SUPPLEMENTAL APPLICATION

Note: Applications must be submitted in both hard copy and digital copy form to the Planning Department at 49 South Van Ness Avenue., Suite 1400 by May 1 in order to comply with the timelines established in the Application Guide. Please submit only the Application and required documents.

### Property Information

Project Address: 942-944 Fell Street

Block/Lot(s): 0823-17 / 0823-18

Is the entire property owner-occupied?

☐ Yes ☒ No

If **NO**, please provide an approximate square footage for owner-occupied areas vs. rental income (non-owner-occupied areas). Attach a separate sheet of paper if necessary.

**100% rental income - 944 (1753 sqft), 942 (1500 sqft)**

### Rental Income Information

Include information regarding any rental income on the property, including anticipated annual expenses, such as utilities, garage, insurance, building maintenance, etc.? Attach a separate sheet of paper if necessary.

See Supplemental Information, Appendix 1

### Property Owner's Information

(If more than three owners attach additional sheets as necessary. Property owner names must be listed exactly as listed on the deed)

Name (Owner 1): Julie Chin

Company/Organization:

Address: 522 Ortega Street  
San Francisco, CA 94122

Email Address: chinrents@gmail.com

Telephone: 650-996-8033

Name (Owner 2):

Company/Organization:

Address:

Email Address:

Telephone:

Name (Owner 3):

Company/Organization:

Address:

Email Address:

Telephone:

Do you own other property in the City and County of San Francisco?

☒ Yes ☐ No

If **YES**, please list the addresses and Block/Lot(s) for all other property owned within the City of San Francisco.

1515 15th St. #507 - 3553/142  
522 Ortega St - 2048/036

## Applicant Information ☒ Same as above

Name:

Company/Organization:

Address:

Email Address:

Telephone:

## Please Select Billing Contact ☒ Owner ☐ Applicant

Name:

Email Address:

Telephone:

Please Select Primary Project Contact: ☒ Owner ☐ Applicant

## Qualified Historic Property

☐ Individually Designated Pursuant to Article 10 of the Planning Code.

Landmark No.: \_\_\_\_\_ Landmark Name: \_\_\_\_\_

☒ Contributing Building in a Landmark District Designated Pursuant to Article 10 of the Planning Code.

Landmark District Name: Alamo Square Historic District

☐ Significant (Category I or II) Pursuant to Article 11 of the Planning Code.

☐ Contributory (Category III) Pursuant to Article 11 of the Planning Code

☐ Contributory (Category IV) to a Conservation District Pursuant to Article 11 of the Planning Code.

☐ Individual Landmark under the California Register of Historical Resources

☐ Contributory Building in California Register of Historical Resources Historic Districts.

☐ Individual Landmark listed in the National Register of Historic Places.

☐ Contributory Building listed in the National Register of Historic Places as a Historic District.

☐ Submitted a complete application for listing or designation on or before December 31 of the year before the application is made.

Are there any outstanding violations on the property from the San Francisco Planning Department or the Department of Building Inspection? If

**YES**, all outstanding violations must be abated and closed for eligibility for the Mills Act.

☐ Yes ☒ No

Are taxes on all property owned within the City and County of San Francisco paid to date? If **NO**, all property taxes must be paid for eligibility for the Mills Act.

☒ Yes ☐ No

**NOTE:** All property owners are required to include a copy of their most recent property tax bill.

## Tax Assessment Value

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Most Recent Assessed Value: \$ (944)1,254,600 | (942)1,077,006

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Choose one of the following options:

The property is a Residential Building valued at less than \$3,000,000

☒ Yes ☐ No

The property is a Commercial/Industrial Building valued at less than \$5,000,000

☐ Yes ☒ No

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## Exemption from Tax Assessment Value

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If the property value exceeds the Tax Assessment Value, please explain below how the property meets the following two criteria and why it should be exempt from the Tax Assessment Value.

1. The site, building, or object, or structure is a particularly significant resource and represents an exceptional example of an architectural style, the work of a master, or is associated with the lives of significant persons or events important to local or natural history;

2. Granting the exemption will assist in the preservation of a site, building, or object, or structure that would otherwise be in danger of demolition, substantial alteration, or disrepair.

**NOTE:** A Historic Structures Report, completed by a qualified historic preservation consultant, must be submitted in order to apply for an exemption from the tax assessment value.

Property owner will ensure that a portion of the Mills Act tax savings will be used to finance the preservation, rehabilitation, and maintenance of the property.

☒ Yes ☐ No

## Priority Consideration Criteria

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Please check the appropriate criteria as they apply to your property and explain on a separate piece of paper how the property meets the stated Priority Consideration Criteria. Only properties qualifying in three of the five categories are given priority consideration.

- ☒ **Necessity:** The project will require a financial incentive to help ensure the preservation of the property. This criterion will establish that the property is in danger of deterioration and in need of substantial rehabilitation and restoration that has significant associated costs. Properties with open complaints, enforcement cases or violations will not meet this criterion.

See Supplemental Information: Appendix 2

- ☒ **Investment:** The project will result in additional private investment in the property other than for routine maintenance. This may include seismic retrofitting and substantial rehabilitation and restoration work. This criterion will establish that the owner is committed to investing in the restoration, rehabilitation and maintenance the property.

See Supplemental Information: Appendix 2

- ☒ **Distinctiveness:** The project preserves a distinctive example of a property that is especially deserving of a contract due to its exceptional nature.

See Supplemental Information: Appendix 2

- ☐ **Recently Designated City Landmarks:** properties that have been recently designated landmarks will be given priority consideration.

- ☐ **Legacy Business:** The project will preserve a property at which a business included in the Legacy Business Registry is located. This criterion will establish that the owner is committed to preserving the property, including physical features that define the existing Legacy Business.

## Photographic Documentation

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Provide both interior and exterior images (either on separate sheets of paper or digitally) and label the images properly.

**See “Rehabilitation/Restoration & Maintenance Plans” section below.**

## Site Plan

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On a separate sheet of paper, show all buildings on the property including lot boundary lines, street name(s), north arrow and dimensions on a site plan.

**Attached as Supplemental Information, Appendix 3**

**Please note that the properties were formerly collectively known as lot 0823-10.**

## Rehabilitation/Restoration & Maintenance Plans

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A 10 Year Rehabilitation/Restoration Plan, including estimates prepared by qualified contractors, has been submitted detailing work to be performed on the subject property

☒ Yes ☐ No

A 10 Year Maintenance Plan has been submitted detailing work to be performed on the subject property

☒ Yes ☐ No

Proposed work will meet the *Secretary of the Interior's Standards for the Treatment of Historic Properties*, the California Historic Building Code and all applicable Codes and Guidelines, including the Planning Code and Building Code.

☒ Yes ☐ No

**Plans attached as Exhibits A & B**

**Schedule attached as Supplemental Information, Appendix 4**

**Photos and Contractor estimates attached as Supplemental Information, Appendix 5**

**Exhibits A & B:  
10-year Rehabilitation  
& Maintenance  
Plans**

## Rehabilitation/Restoration Plan (Exhibit A)

Use this form to outline your Rehabilitation/Restoration Plan. Copy this page as necessary to include all rehabilitation and restoration scopes of work that you propose to complete within the next ten years. Arrange all scopes of work in order of priority.

<b>Scope: #</b> 1	<b>Building Feature:</b> West Wall Painting and Repairs		
<input type="checkbox"/> Maintenance	<input checked="" type="checkbox"/> Rehab/Restoration	<input type="checkbox"/> Completed	<input checked="" type="checkbox"/> Proposed
Contract year work completion:		2022	
Total Cost: \$		29,175 (painting) + 27,000 (carpentry) + 1,000 (color consultation with Bob Buckter) = 57,175	
Description of work:  <p>The exterior paint is peeling off, leaving the sides of the building exposed. Since the building is completely open on all 4 sides and sits atop a hill, the exterior is especially vulnerable to environmental effects, particularly along the West wall. Purchase records show that the West side of the building was also repaired as recently as 2013. It has demonstrated problems again, less than 10 years later, indicating that side of the building is particularly subject to extreme weathering. The site is located at the top of the hill, unshielded from the elements. Additionally, the past work may not properly protect the sides of the building, as evidenced in photos, and will need to be corrected.</p> <p>It has been noted that very heavy rains seem to bring about damp walls, so there are quite certainly leaks that need to be fixed on the exterior. These are spot-fixed, but the exterior really needs to be fully repaired and restored for true long-term prevention. This has been an ongoing issue since the building was purchased. It looked freshly painted less than 8 years ago, but contractor assessments are that the building is significantly overdue for repainting. Contractors have noted that the building seems to have been painted ~20-25 years ago, although it should be noted the facade sees heavy street traffic and is South facing (lots of sun), and the West wall was painted within the past 10 years.</p> <p>The amount of carpentry required cannot be truly estimated until work begins, so that is a moving target, but most contractors have indicated that the total expense will get close to six figures, and with the corrections required to seal the exterior (as noted in images below), there will be a lot of carpentry and new siding needed.</p> <p>Work will be done in accordance with the National Park Service's Preservation Brief #10: Exterior Paint Problems on Historic Woodwork and Preservation Brief #47: Maintaining the Exterior of Small and Medium Size Historic Buildings.</p>			

## Rehabilitation/Restoration Plan (Exhibit A)

Use this form to outline your Rehabilitation/Restoration Plan. Copy this page as necessary to include all rehabilitation and restoration scopes of work that you propose to complete within the next ten years. Arrange all scopes of work in order of priority.

<b>Scope: #</b> 2	<b>Building Feature:</b> Repair Water Damage to West Wall
<input type="checkbox"/> Maintenance <input checked="" type="checkbox"/> Rehab/Restoration <input type="checkbox"/> Completed <input checked="" type="checkbox"/> Proposed	
Contract year work completion: 2022	
Total Cost: \$ 28,505 (also covers Rehabilitation/Restoration Scopes 6 and 10)	
<p>Description of work:</p> <p><b>There are several areas with noticeable water intrusion that need correcting along the West wall.</b></p> <p><b>In the lower unit, the front bedroom on the West wall under the stairs shows the most need for repair, followed by the back bedroom along the West wall (particularly in the closet area, which is exposed to the lightwell). This room will also need full wall repair and repainting.</b></p> <p><b>In the upper unit, the stairs from the front door to about half the length of the stairs has been damaged by water intrusion. (Note: this is the opposite side of the wall that the neighboring fence is on, showing where water has gotten trapped, and the flashings have failed).</b></p> <p><b>Work will be done in accordance with the National Park Service's Preservation Brief #47: Maintaining the Exterior of Small and Medium Size Historic Buildings.</b></p>	

## Rehabilitation/Restoration Plan (Exhibit A)

Use this form to outline your Rehabilitation/Restoration Plan. Copy this page as necessary to include all rehabilitation and restoration scopes of work that you propose to complete within the next ten years. Arrange all scopes of work in order of priority.

<b>Scope: #</b> 3	<b>Building Feature:</b> Seal and rehab the entry stairs
<input type="checkbox"/> Maintenance <input checked="" type="checkbox"/> Rehab/Restoration <input type="checkbox"/> Completed <input checked="" type="checkbox"/> Proposed	
Contract year work completion: 2022	
Total Cost: \$ 5100 - Modamas	
<p>Description of work:</p> <p><b>The massive concrete exterior entry stairs are developing cracks and gaps. Some is due to age, some is due to erosion by plants growing through the cracks in it, which have gotten to the point that large chunks of concrete are coming out.</b></p> <p><b>The stairs need to be power washed, cleaned out, prepped, re-painted, and sealed. Visible cracks, dents and missing battered areas will be repaired.</b></p> <p><b>Work will be done in accordance with the National Park Service's Preservation Brief #47: Maintaining the Exterior of Small and Medium Size Historic Buildings.</b></p>	

## Rehabilitation/Restoration Plan (Exhibit A)

Use this form to outline your Rehabilitation/Restoration Plan. Copy this page as necessary to include all rehabilitation and restoration scopes of work that you propose to complete within the next ten years. Arrange all scopes of work in order of priority.

Scope: #	4	Building Feature:	Re-roofing
<input type="checkbox"/> Maintenance	<input checked="" type="checkbox"/> Rehab/Restoration	<input type="checkbox"/> Completed	<input checked="" type="checkbox"/> Proposed
Contract year work completion: 2023			
Total Cost: \$ 33,355 - Sure Roofing			
<p>Description of work:</p> <p>Since purchase, the ceiling of the kitchen has “leaked” through one of the light fixtures. I’ve had multiple people look at it and try to assess it, but have been told that until they try to start the repair, they won’t know how much it will cost. The vent cap had a tendency to blow off during high winds, which would substantially increase the rate of drip. This has been resolved. However, we noticed a continuation of the drip every so often. After multiple evaluations, we have figured out that the cause is that water condenses in the vent (or is blown in sideways during very stormy days), and the vent drips down through the light. There ought to be a correction in the vent.</p> <p>According to purchase paperwork and permits, the roof (modified bitumen) was last reinstalled in 2000. It is coming up on time for it to be repaired. Although inspections 3 years ago found the roof to be in good condition and still serviceable, upon recent inspection, rusted areas and soft spots were noticed where water pools between the layers.</p> <p>A new roof will be installed with attention to longevity and durability. The leaking vent will also be inspected from the roof side and be repaired.</p>			

## Rehabilitation/Restoration Plan (Exhibit A)

Use this form to outline your Rehabilitation/Restoration Plan. Copy this page as necessary to include all rehabilitation and restoration scopes of work that you propose to complete within the next ten years. Arrange all scopes of work in order of priority.

Scope: #	5	Building Feature:	Facade Painting and Repairs
<input type="checkbox"/> Maintenance	<input checked="" type="checkbox"/> Rehab/Restoration	<input type="checkbox"/> Completed	<input checked="" type="checkbox"/> Proposed
Contract year work completion:	early 2025		
Total Cost: \$	23,850 (painting) + 40,000 (carpentry) = 63,850 - Modamas		
Description of work:  <b>The Facade (South wall) of the building faces Fell Street. It sees a lot of traffic, the exhaust of which can be noted on the building vestibule and downward-facing areas. Additionally, the facade is subject to extreme fading due to sun exposure. Much of the millwork has been eroded over time and needs to be rebuilt.</b>  <b>Work will cover: all siding, bricks, trim, windows, doors, brackets, soffit, entryway, metal security doors, garage door, posts, and railing.</b>  <b>Painters will prepare the surface to ensure a long-lasting paint job including: cleaning the surface, removing loose and peeling paint, properly priming raw substrates, caulking cracks, and applying quality finish coats.</b>  <b>Work will be done in accordance with the National Park Service's Preservation Brief #10: Exterior Paint Problems on Historic Woodwork and Preservation Brief #47: Maintaining the Exterior of Small and Medium Size Historic Buildings.</b>			

## Rehabilitation/Restoration Plan (Exhibit A)

Use this form to outline your Rehabilitation/Restoration Plan. Copy this page as necessary to include all rehabilitation and restoration scopes of work that you propose to complete within the next ten years. Arrange all scopes of work in order of priority.

<b>Scope: #</b> <b>6</b>	<b>Building Feature:</b> <b>Repair Water Damage to South Wall</b>
<input type="checkbox"/> Maintenance <input checked="" type="checkbox"/> Rehab/Restoration <input type="checkbox"/> Completed <input checked="" type="checkbox"/> Proposed	
Contract year work completion: <b>2025</b>	
Total Cost: \$ <b>included in Faragon estimate for Scope #2 + 330 for re-inspection prior to work</b>	
<p>Description of work:</p> <p><b>Mostly cracking has been noticed along this wall.</b></p> <p><b>Work will be done in accordance with the National Park Service's Preservation Brief #47: Maintaining the Exterior of Small and Medium Size Historic Buildings.</b></p>	

## Rehabilitation/Restoration Plan (Exhibit A)

Use this form to outline your Rehabilitation/Restoration Plan. Copy this page as necessary to include all rehabilitation and restoration scopes of work that you propose to complete within the next ten years. Arrange all scopes of work in order of priority.

Scope: #	7	Building Feature:	East Wall Painting and Repairs
<input type="checkbox"/> Maintenance	<input checked="" type="checkbox"/> Rehab/Restoration	<input type="checkbox"/> Completed	<input checked="" type="checkbox"/> Proposed
Contract year work completion:	early 2027		
Total Cost: \$	26,625 (painting) + 26,500 (carpentry) = 53,125 - Modamas		
Description of work: <b>The East wall has many areas of peeling paint on the exterior. It is difficult to tell whether there is much interior water damage since there fireplaces, built-ins, and cabinetry, are all along the East wall. The East wall seems to be faring a little better than the West wall, but still is in need of extensive repairs.</b> <b>Work will cover: All siding, trim, windows, and paintable pipes.</b> <b>Painters will prepare the surface to ensure a long-lasting paint job including: cleaning the surface, removing loose and peeling paint, properly priming raw substrates, caulking cracks, and applying quality finish coats.</b> <b>Work will be done in accordance with the National Park Service's Preservation Brief #10: Exterior Paint Problems on Historic Woodwork and Preservation Brief #47: Maintaining the Exterior of Small and Medium Size Historic Buildings.</b>			

## Rehabilitation/Restoration Plan (Exhibit A)

Use this form to outline your Rehabilitation/Restoration Plan. Copy this page as necessary to include all rehabilitation and restoration scopes of work that you propose to complete within the next ten years. Arrange all scopes of work in order of priority.

Scope: #	8	Building Feature:	Foundation repair/address beetle infestations
<input type="checkbox"/> Maintenance	<input checked="" type="checkbox"/> Rehab/Restoration	<input type="checkbox"/> Completed	<input checked="" type="checkbox"/> Proposed
Contract year work completion: 2027			
Total Cost: \$ 10,675 - Cook & Associates (plus additional 550 inspection/call-out fee)			
Description of work:  <b>On the East wall of the foundation, plants have started to spring up, creating holes and gaps in the foundation, allowing pests in. The foundation issues will be managed outside the scope of the Mills contracts.</b>  <b>There are noticeable signs of beetle infestations that need to be treated.</b>  <b>Work will be done in accordance with the National Park Service's Preservation Brief #47: Maintaining the Exterior of Small and Medium Size Historic Buildings.</b>			

## Rehabilitation/Restoration Plan (Exhibit A)

Use this form to outline your Rehabilitation/Restoration Plan. Copy this page as necessary to include all rehabilitation and restoration scopes of work that you propose to complete within the next ten years. Arrange all scopes of work in order of priority.

Scope: #	9	Building Feature:	Back (North) Wall and Roof Area Painting and Repairs
<input type="checkbox"/> Maintenance <input checked="" type="checkbox"/> Rehab/Restoration <input type="checkbox"/> Completed <input checked="" type="checkbox"/> Proposed			
Contract year work completion:		early 2028	
Total Cost: \$ 19,600 (painting) + 9,300 (carpentry) = 28,900 (Modamas)			
<p>Description of work:</p> <p><b>The North wall is in the best condition of all the walls - it has the least exposure to outside elements, but still has some areas where the paint has worn away.</b></p> <p><b>Work will cover: All siding, trim, windows, and paintable pipes. The following roof elements will also be included: metal, chimney, and pipes.</b></p> <p><b>Painters will prepare the surface to ensure a long-lasting paint job including: cleaning the surface, removing loose and peeling paint, properly priming raw substrates, caulking cracks, and applying quality finish coats.</b></p> <p><b>Work will be done in accordance with the National Park Service's Preservation Brief #10: Exterior Paint Problems on Historic Woodwork and Preservation Brief #47: Maintaining the Exterior of Small and Medium Size Historic Buildings.</b></p>			

## Rehabilitation/Restoration Plan (Exhibit A)

Use this form to outline your Rehabilitation/Restoration Plan. Copy this page as necessary to include all rehabilitation and restoration scopes of work that you propose to complete within the next ten years. Arrange all scopes of work in order of priority.

Scope: #	10	Building Feature:	Repair Water Damage to Back & East Walls
<input type="checkbox"/> Maintenance	<input checked="" type="checkbox"/> Rehab/Restoration	<input type="checkbox"/> Completed	<input checked="" type="checkbox"/> Proposed
Contract year work completion: 2028			
Total Cost: \$ included in Faragon estimate for Scope #2 + 330 for re-inspection prior to work			
<p>Description of work:</p> <p><b>The East wall has a lightwell where the kitchen is located. The kitchen window in the lightwell has shown considerable settling and cracking, though there have been varying accounts of about the degree of moisture leakage within the walls (from severe to minor). The kitchen has shown many water stains on the upper wall near the ceiling.</b></p> <p><b>Estimation Note: it is not possible to get an evaluation of work required without first opening the walls up. It is also not prudent to work on the interiors until after the exterior work is done. Hence,</b></p>			

## Rehabilitation/Restoration Plan (Exhibit A)

Use this form to outline your Rehabilitation/Restoration Plan. Copy this page as necessary to include all rehabilitation and restoration scopes of work that you propose to complete within the next ten years. Arrange all scopes of work in order of priority.

<b>Scope: #</b>	<b>11</b>	<b>Building Feature:</b>	<b>Garage door replacement</b>
<input type="checkbox"/> Maintenance	<input checked="" type="checkbox"/> Rehab/Restoration	<input type="checkbox"/> Completed	<input checked="" type="checkbox"/> Proposed
Contract year work completion: <b>2030</b>			
Total Cost: \$ <b>4,935 - Garage Masters</b>			
Description of work:  <b>Garage door is reaching the end of its lifetime and has dry rot along the bottom wood planks.</b>  <b>Estimate for replacement with same style door, primed but not painted.</b>  <b>Work will be done in accordance with the National Park Service's Preservation Brief #47: Maintaining the Exterior of Small and Medium Size Historic Buildings.</b>			

## Rehabilitation/Restoration Plan (Exhibit A)

Use this form to outline your Rehabilitation/Restoration Plan. Copy this page as necessary to include all rehabilitation and restoration scopes of work that you propose to complete within the next ten years. Arrange all scopes of work in order of priority.

Scope: #	12	Building Feature:	Window restoration in kind
<input type="checkbox"/> Maintenance	<input checked="" type="checkbox"/> Rehab/Restoration	<input type="checkbox"/> Completed	<input checked="" type="checkbox"/> Proposed
Contract year work completion:		2024	
Total Cost: \$		4,432 - Gilberto Arellano	
Description of work:  <b>One of the back windows in the lower unit has a crack in it and needs to be replaced. There is also a window in the lightwell that needs to be recased to fit the recess and a window in one of the kitchens that has become leaky and also needs to be replaced.</b>  <b>Several of the windows do not operate smoothly or have broken balances. These window sashes will be repaired to full operability. This work is not included in the estimate.</b>  <b>Work will be done in accordance with the National Park Service's Preservation Brief #47: Maintaining the Exterior of Small and Medium Size Historic Buildings.</b>			

## Rehabilitation/Restoration Plan (Exhibit A)

Use this form to outline your Rehabilitation/Restoration Plan. Copy this page as necessary to include all rehabilitation and restoration scopes of work that you propose to complete within the next ten years. Arrange all scopes of work in order of priority.

Scope: #	13	Building Feature:	Back Stair Painting and Repairs
<input type="checkbox"/> Maintenance	<input checked="" type="checkbox"/> Rehab/Restoration	<input type="checkbox"/> Completed	<input checked="" type="checkbox"/> Proposed
Contract year work completion:	2032		
Total Cost: \$	1,700 - Modamas		
Description of work:  <b>The back stair was re-built in 2020.</b>  <b>Work will cover: all wood stair surfaces.</b>  <b>Painters will prepare the surface to ensure a long-lasting paint job including: cleaning the surface, removing loose and peeling paint, properly priming raw substrates, caulking cracks, and applying quality finish coats.</b>  <b>Work will be done in accordance with the National Park Service's Preservation Brief #10: Exterior Paint Problems on Historic Woodwork and Preservation Brief #47: Maintaining the Exterior of Small and Medium Size Historic Buildings.</b>			

## Maintenance Plan (Exhibit B)

Use this form to outline your Maintenance Plan. Copy this page as necessary to include all maintenance scopes of work that you propose to complete within the next ten years. Arrange all scopes of work in order of priority.

Scope: #	1	Building Feature:	Exterior inspections and repairs
<input checked="" type="checkbox"/> Maintenance	<input type="checkbox"/> Rehab/Restoration	<input type="checkbox"/> Completed	<input checked="" type="checkbox"/> Proposed
Contract year work completion: Annually <b>annually, or as needed</b>			
Total Cost: \$ <b>785+ (inspection) + 5,000 (estimated cost of maintenance)</b>			
Description of work:  <b>Gentle surface cleaning with soap. Inspect exterior for any signs of water damage, paying particular attention to the West wall. Repair and maintain as needed.</b>  <b>Perform annual inspections of the wood siding and decorative trim. If any damage or deterioration is found, the extent and nature of the damage will be assessed. Any needed repairs will avoid altering, removing or obscuring character-defining features of the building. If any elements are determined to be damaged or deteriorated beyond repair, replacements will be made in kind (e.g., wood for wood).</b>  <b>This maintenance routine will be informed by the guidance outlined in the National Park Service's Preservation Brief 47: Maintaining the Exterior of Small and Medium Size Historic Buildings.</b>			

## Maintenance Plan (Exhibit B)

Use this form to outline your Maintenance Plan. Copy this page as necessary to include all maintenance scopes of work that you propose to complete within the next ten years. Arrange all scopes of work in order of priority.

Scope: #	2	Building Feature:	Repaint exterior
<input checked="" type="checkbox"/> Maintenance	<input type="checkbox"/> Rehab/Restoration	<input type="checkbox"/> Completed	<input checked="" type="checkbox"/> Proposed
Contract year work completion: Annually every 8-10 years, or as needed			
Total Cost: \$ 100,950 (painting) + carpentry			
Description of work:  <b>Due to the exposure of the building to the elements, I'm told from contractors that this building may need a new paint job within 10 years.</b>  <b>Work will be done in accordance with the National Park Service's Preservation Brief #10: Exterior Paint Problems on Historic Woodwork and Preservation Brief #47: Maintaining the Exterior of Small and Medium Size Historic Buildings.</b>			

## Maintenance Plan (Exhibit B)

Use this form to outline your Maintenance Plan. Copy this page as necessary to include all maintenance scopes of work that you propose to complete within the next ten years. Arrange all scopes of work in order of priority.

Scope: #	3	Building Feature:	Roofing inspections and repairs
<input checked="" type="checkbox"/> Maintenance	<input type="checkbox"/> Rehab/Restoration	<input type="checkbox"/> Completed	<input checked="" type="checkbox"/> Proposed
Contract year work completion: Annually		every 3-5 years, or as needed	
Total Cost: \$	585+ for each inspection, in addition to cost of maintenance work (EcoSmart is \$700, but they can also do any repairs required)		
Description of work:  <b>Inspect roof, vents, &amp; downspouts. Repair and maintain as needed.</b>  <b>This maintenance routine will be informed by the guidance outlined in the National Park Service's Preservation Brief 47: Maintaining the Exterior of Small and Medium Size Historic Buildings.</b>			

## Maintenance Plan (Exhibit B)

Use this form to outline your Maintenance Plan. Copy this page as necessary to include all maintenance scopes of work that you propose to complete within the next ten years. Arrange all scopes of work in order of priority.

Scope: #	4	Building Feature:	Termite/Pest/Foundation inspections and repairs
<input checked="" type="checkbox"/> Maintenance	<input type="checkbox"/> Rehab/Restoration	<input type="checkbox"/> Completed	<input checked="" type="checkbox"/> Proposed
Contract year work completion: Annually		annually, or as needed	
Total Cost: \$		785+ for each inspection, in addition to cost of maintenance work	
Description of work:  <b>Inspect foundation for dry rot, drainage issues, and pest damage, paying special attention to drainage issues, particularly on the East and West walls. Repairs as needed.</b>  <b>This maintenance routine will be informed by the guidance outlined in the National Park Service's Preservation Brief 47: Maintaining the Exterior of Small and Medium Size Historic Buildings.</b>			

## Maintenance Plan (Exhibit B)

Use this form to outline your Maintenance Plan. Copy this page as necessary to include all maintenance scopes of work that you propose to complete within the next ten years. Arrange all scopes of work in order of priority.

Scope: #	5	Building Feature:	Entrance stair maintenance
<input checked="" type="checkbox"/> Maintenance	<input type="checkbox"/> Rehab/Restoration	<input type="checkbox"/> Completed	<input checked="" type="checkbox"/> Proposed
Contract year work completion: Annually		every 2-3 years, or as needed	
Total Cost: \$		estimated 5100 - Modamas	
Description of work:  <b>Hire painter to power wash the stairs concrete stairs and balustrade, clean out the cracks, caulk any holes and cover with elastomeric paint to prevent water seepage.</b>  <b>This maintenance routine will be informed by the guidance outlined in the National Park Service's Preservation Brief 47: Maintaining the Exterior of Small and Medium Size Historic Buildings.</b>			

## Maintenance Plan (Exhibit B)

Use this form to outline your Maintenance Plan. Copy this page as necessary to include all maintenance scopes of work that you propose to complete within the next ten years. Arrange all scopes of work in order of priority.

Scope: #	6	Building Feature:	Windows and exterior doors
<input checked="" type="checkbox"/> Maintenance	<input type="checkbox"/> Rehab/Restoration	<input type="checkbox"/> Completed	<input checked="" type="checkbox"/> Proposed
Contract year work completion: Annually			
Total Cost: \$ estimated 1,500/year			
Description of work:  <b>Perform annual inspections of the windows and exterior doors. If any damage or deterioration is found, the extent and nature of the damage will be assessed. Any needed repairs will avoid altering, removing or obscuring character-defining features of the building. If any elements are determined to be damaged or deteriorated beyond repair, replacements will be made in kind (e.g., wood for wood).</b>  <b>This maintenance routine will be informed by the guidance outlined in the National Park Service's Preservation Brief 47: Maintaining the Exterior of Small and Medium Size Historic Buildings.</b>			

## Signature and Notary Acknowledgement Form

---

By signing below, I/we acknowledge that I/we am/are the owner(s) of the structure referenced above and by applying for exemption from the limitations certify, under the penalty of perjury, that the information attached and provided is accurate. Attach notary acknowledgement.

Julie Chin

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

## Public Information Release

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Please read the following statements and check each to indicate that you agree with the statement. Then sign below in the space provided.

I understand that submitted documents will become public records under the California Public Records Act, and that these documents will be made available upon request to members of the public for inspection and copying.

I acknowledge that all photographs and images submitted as part of the application may be used by the City without compensation.

Julie Chin

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

## Public Information Release

Please read the following statements and check each to indicate that you agree with the statement. Then sign below in the space provided.

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- ☒ I acknowledge that all photographs and images submitted as part of the application may be used by the City without compensation.

Julie Chin

Name (Print)

May 2 2022

Date

Julie Chin

Signature

# **Supplemental Information**

**942 - 944 Fell Street  
Mills Act Application**

Dear Preservation Advocates:

As an Art History major with a career in the arts, I've always had a soft spot for historic architecture. Although I was born in San Francisco (UCSF), I grew up in lower Manhattan in a historic brownstone built in the 1860s where the Dutch had first settled (Mom was lucky and literally won a housing lottery). I loved living somewhere with authenticity, history, and memories of its own. Decades later, I returned to San Francisco and rented a lovely Victorian studio in Mission Dolores. I grew tired of my tech job and decided to follow my passion in the live and performing arts, with the great privilege of working with SF Opera, SF Symphony, SF Conservatory of Music to name a few. When I lost my beloved apartment in a fire while on tour, I decided to channel whatever resources I could muster to make my non-profit career choice sustainable.

I purchased 942-944 Fell Street in 2014. I fell in love with the property as soon as I saw her. Both units were tenant-occupied, but it was evident that this beautiful painted lady had been cared for and appreciated - she still retained her many charms. She wasn't flashy or flamboyant, but she was stately. Her large entrance staircase beckoned with a warm glow from the stained glass window in the entryway. She stood alone, an Edwardian row house without a row, commanding one's focus upon approach. I could tell she had "good bones". I had originally planned to move in, but realized that it would be better financially to continuing to rent the units.

On the interior were many touches of a bygone era. Each units showcased meticulous choice of coordinated interior paint colors, painted anaglypta wallpaper, built-in shelving, decorative box beam ceilings, sliding double doors, wainscoting, and a butler's pantry, and 2 working fireplaces apiece. The upper unit additionally boasted detailed corbel busts, a mechanical door pull at the top of the stairs (to open the door below - that I longed to make return to service). Electrified chandeliers with ceiling medallions harkened back to an older era. My inner art historian was pleased as punch.

She had some flaws, but she wasn't completely falling apart - at least, not immediately. In the years since, the need for maintenance has become obvious, particularly on the exterior. The realtor had raved "Fully detached", but exposure to the elements takes its toll. Deferred maintenance became more evident, and sadly as a new purchaser my expenses were much greater than the owner before me. I learned many things in those years. The walls (especially on the West wall) could become damp. The empty neighbor's property on the East Wall had overgrowth that could soften the exterior walls. The ivy had a tendency to grow so high that it grew over the backyard stairwell, compromising it even further. There was a light fixture (of all things?) that had a leak. My lovely building not only appealed to people, but apparently mice as well.

The first year, I anticipated being in the red and resolved to save up any net revenue for the needed repairs. Within a few years, I was in the black again, and a couple years later, had some savings. And then I learned how costly it would be... A full paint job might run close to 6 figures, including the carpentry required. But would I rather paint her in monochrome instead of the 6 being used to save some money, the vendors asked. Meanwhile, no contractor in the city chomps at the bit for a chance to build the stairs, structurally questionable by design. Repairing the stained glass window cost a pretty penny, but was half of what repairing a sliding french door would be. I started to understand the pressure that "mom and pop" landlords are under - and why so many of them can't afford to stay in SF.

Still pride of ownership remained strong. One day as a tourist passed by, as they do. She had just taken a tour of Victorian houses and was on her way back to the tourist bus that uses the building as a bus stop landmark. "It's a painted lady!" she said, proudly exclaiming her newfound knowledge as she tried to peer into the windows upstairs. "Yes, it is!"

I had just started to bite off some of the larger projects (replacing the backyard stairs in kind, as well as the stained glass window) when the global pandemic began. Both units took a hit as roommates had half their combined salaries disappear overnight. They decided to move back home or leave the city. Labor costs rose. Lumber costs rose. Paying mortgages without tenants is a costly proposition. I was grateful for any Covid relief.

Since then, the units are occupied, but the rents are lower than ever. And the expenses are higher than ever. I found myself in an even worse financial position than when I had first purchased the units 7 years ago, with repairs that couldn't be deferred any longer. So I set about looking into how I could tighten things up with moderate rent hikes, beginning a long process of refinancing the mortgages, clarifying the priorities, and searching for other ways to finance some major improvements and rebuild a financial safety net. Recently stumbling across the Mills Act and discovering that the property was already in a Historical District was another ray of light. Much of the Rehabilitation and Maintenance plans focus on exterior work to keep the walls watertight.

While some may be turned off by the restrictions of having a historic home, I've always sought to preserve the building's natural grace and beautiful features anyway. I am also thankful that others (residents and tourists) can enjoy it with me - and really search for tenants who will continue to care for and appreciate the home. I am hopeful that the Mills Act tax savings will enable me to redirect funds to the care, restoration, and maintenance of this beautifully historic painted lady.

Sincerely,  
Julie Chin

## **Appendix 1: Rental Income Information (pg. 11)**

**2022:**

**942 currently 5500/month, down from 6825/month pre-covid**

**944 currently 5400/month, down from 7100/month pre-covid**

**Cashflow illustration:**

**944 monthly expenses:**

- Mortgage: \$3515.80
- Property Tax: \$1295.82
- Insurance: \$220
- Recology: \$43
- SFPUC: \$150
- 15% (regular maintenance & repairs): \$810
- Gardener: \$150
- TOTAL: \$6184.62

**942 monthly expenses:**

- Mortgage: \$1921.37
- Property Tax: \$1120.76
- Insurance: \$210
- Recology: \$36
- SFPUC: \$150
- 15% (regular maintenance & repairs): \$825
- TOTAL: \$4263.13

## **Appendix 2: Priority Considerations (pg.14)**

### **NECESSITY:**

A Mills contract will enable me the historic, quality improvements this building deserves. As a landlord, there's pressure to cut corners in maintenance, repairs, and not rehabilitate. I do not enjoy that way of thinking though (if that's one's goal, one does not buy a historically preserved house to maintain) I see rehabilitation as an opportunity to go beyond and also to share this beautiful building with others. Like many other owners who take an interest in preservation, I see myself as a steward and caretaker of history and a special moment in time.

Painting the structure alone is over 25x the current annual net revenue that the property generates. Furthermore, the past 2 years of the pandemic have completely wiped out any resources I had set aside for improvement projects and, it is now just no longer feasible without a substantial change in the balance of finances. At no time in the history of my ownership have costs been as high as they are now, and the rent as low as it is. My desperate search to find a way to be able to make these repairs practical led me to the Mills Act.

I would love to maintain whatever possible in-kind and in character with the building and save it from dilapidation. It breaks my heart not to be able to service and maintain this building as it should be, but I also have the responsibility to practice sound fiscal management with this resource.

### **INVESTMENT:**

To ensure I can financially complete the necessary repairs and fulfill any additional Mills obligations, I have also refinanced the properties and have secured loan for the balance. The actions to obtain additional financial means underscores my commitment to providing additional investment required to execute the 10 year rehabilitation and maintenance plans without passing these costs directly on to tenants who may also find them unaffordable.

Should I receive a Mills contract, the following additional investments will include (at a minimum):

- **Painting:** Additional color palette, instead of monochrome. Include gold leaf. Hire color consultant to choose colors.
- **Windows:** Replace all existing front-facing vinyl windows with accurate wood replacements.
- **Selecting top quality professionals, specializing in Victorian work, which can add a 25% premium - 50% premium over what a less expensive alternative would be.** To demonstrate the difference, I am including 2 bids for the painting work by licensed contractors that highlights some of the cost differences in the market. Under Mills, I will happily choose the more experienced (but vastly more costly) contractor.
- **Additional annual maintenance schedule (instead of as needed) amounting to thousands of dollars annually.**
- **Repairs on a schedule, rather than a cashflow-controlled basis.**
- **Restoring all parts of the building, including those not seen from the street with in-kind, historic materials.**

## **Appendix 2 (cont'd): Priority Considerations (pg.14)**

(INVESTMENT, cont'd)

What is the value of Mills if the additional expenses equal or even outweigh the tax rebate? There is a huge benefit of having a gorgeous property! The value in the Mills contract is that; a) I get to keep my beautiful building, and b) it will allow me to proudly make the repairs as I feel a beautiful historic building deserves, instead of being bound to the financial reality of being a “mom & pop” landlord in San Francisco - a rarity which is already being financially squeezed out of existence.

Additionally, should the Mills Act make this feasible, I hope to also perform the following work, including but not limited to:

- Foundation drainage: Laying 70' of french pipe right outside the East wall to protect the foundation from runoff and drainage
- Interior improvements, like: restoring the sliding mechanism French doors, maintaining bulbs in the candelabra lights in the social areas (which can be seen from outside), replacing the finial ball at the top of the stairs.
- Landscaping improvements to the front of the building
- Green upgrades - converting the building from gas to electric, as and when and wherever possible

It should also be noted that the application process has already produced costs that I otherwise would not have incurred already in the first year, and which I hope testify to my commitment to invest in the end result of being able to provide the care the building deserves:

- Application & meeting fees - ~4K
- Hiring contractors for evaluations for estimates - ~1K
- Notarizations, recording, possibility of needing to retain a lawyer for CC&R changes, etc. - TBD
- Vacation time for childcare required for this Mom of a toddler to spend time on application (requiring days at the site to meet contractors, travel, coordination, site visits, research, etc.): ~3K and above

The finances invested may ultimately well exceed the annual benefit of a Mills Act contract in the first year and testify to my commitment to the rehabilitation and interest in preserving the property.

My hope is that substantial rehabilitation now will enhance the building in a long-term and sustainable manner for the future, with all finances going back to: rebuild the reserves needed for proper maintenance, paying back the loans, and allowing for increased investment back into the property - inside, outside, and beyond - making it a winning situation for San Francisco residents, the general public, and the City and County of San Francisco.

### **DISTINCTIVENESS:**

944 Fell St is the No. 8 double-decker tourist bus hop-on/hop-off stop for the BigBus Red Route: <https://www.bigbustours.com/en/san-francisco/red-route-san-francisco> (see screenshot on next page). This is the bus stop for the African American Art & Culture Complex, Alamo Square Park, and Painted Ladies, and tourists often linger there on their way to or from Postcard Row.

Since the building is so conveniently located to a tourist hub, it has been mentioned by tour guides as another example of a “painted lady” and eyed by tourists multiple times a day. The building also naturally attracts the attention from passersby. It is also the only painted lady on that side of the street, there are no other row houses around her, and she is on a hill.

### **Other features of this building:**

- 1) Originally designed to house 2 units - it has 2 doors in the vestibule, with identical stacked floor plans.
- 2) The row house is exposed and visible to the public on all sides except the back. While the sides of the house are not particularly ornate (save for the lightwells on each side), the building provides an example of the construction of row houses from a vantage point not often seen.
- 3) This building was among the first to have indoor plumbing. Unlike neighboring properties, it was built without an outhouse as shown on the Sanborn maps. Water service begun by SF Master Plumbers Albach & Mayer in 1909 - the same year the first occupants moved in. Listings for renters in 1909 described the home as “fully modern”.
- 4) A historic property that can be enjoyed and appreciated by San Franciscans who love Victorian/Edwardian architecture, but may not otherwise be able to purchase a home in San Francisco. This allows them to share in the pride of taking care of a painted lady.
- 5) The PIM shows only 2 other properties under a Mills contract in the Alamo Square Historic District, both adjacent to Postcard Row. This building would allow for some geographic diversity in Mills Act recipients.

## Appendix 2 (cont'd): Priority Considerations (pg.14)

### Screenshot of 944 Fell Street listed as the No. 8 tourist bus stop

BIG BUS SAN FRANCISCO				BUY TICKETS	
Tour Duration: 2 Hours, 10 Minutes		Frequency: Every 10 Minutes			
7	<b>Civic Center</b> 350 McCallister Street (White Zone outside Earl Warren Building)	10:40	17:40	<a href="#">VIEW STOP</a> CIVIC CENTER ASIAN ART MUSEUM	
8	<b>Alamo Square</b> 944 Fell Street (next to Mosaic wall near corner with Pierce St)	10:50	17:50	<a href="#">VIEW STOP</a> AFRICAN AMERICAN ART & CULTURE COMPLEX ALAMO SQUARE PARK PAINTED LADIES	
9	<b>Haight Ashbury</b> 1816 Haight Street (opposite Cha Cha Cha restaurant)	11:00	18:00	<a href="#">VIEW STOP</a> HAIGHT ASHBURY	
10	<b>Golden Gate Park (Monday - Saturday only)</b>	11:07	18:07		

**Supplemental Information,  
Appendix 3:  
Site Plans & Tax Bills**





**EXHIBIT "A"**  
Legal Description

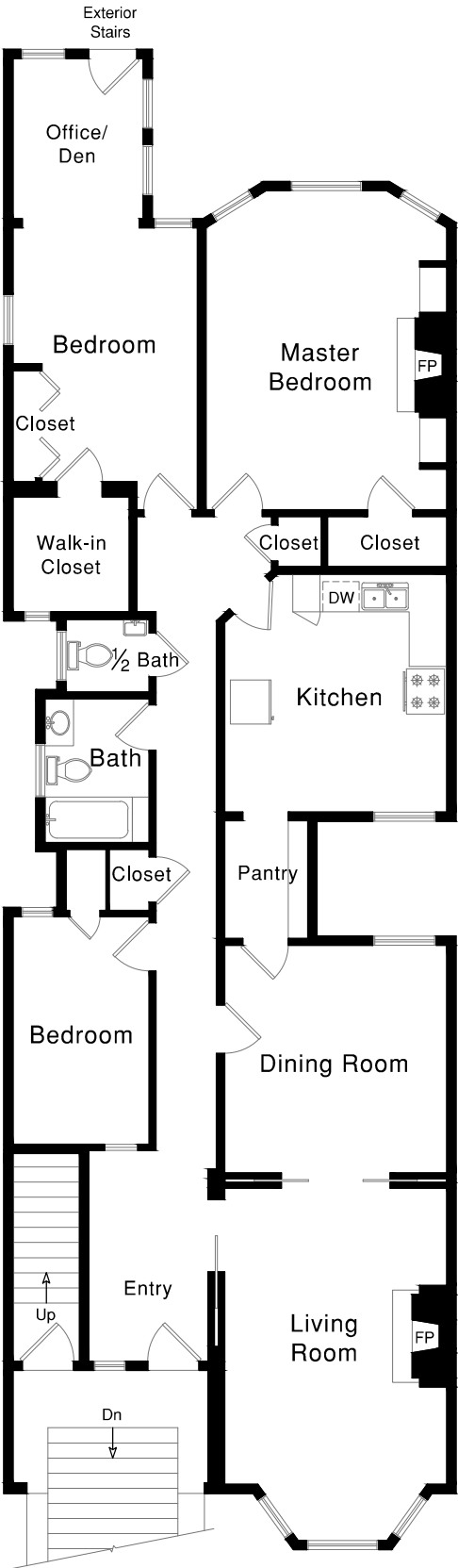
**For APN/Parcel ID(s): Lot 10, Block 823**

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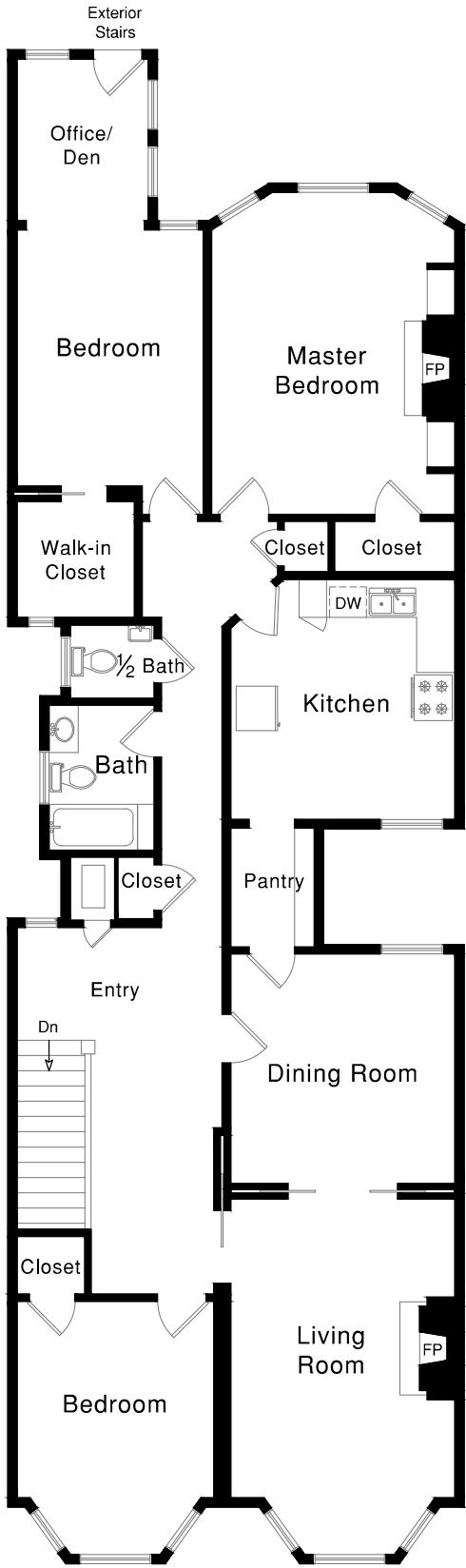
THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF SAN FRANCISCO, COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

ALL of the property shown on that certain map entitled "Parcel Map of 942 - 944 Fell Street A Residential Condominium Project", filed February 25, 1998, in Book 55 of Condominium Maps, at Pages 175 to 177 inclusive, in the office of the Recorder of the City and County of San Francisco, State of California.

# 942-944 Fell Street



942



944

# GENERAL NOTES

1. THE SUBDIVISION DEPICTED HEREON IS SUBJECT TO THE PROVISIONS OF THE CALIFORNIA CONDOMINIUM ACT, TITLE 6, PART 4, DIVISION SECOND OF THE CIVIL CODE.
2. "UNIT" MEANS A NUMBERED PARCEL SO DESIGNATED. THE BOUNDARIES OF EACH UNIT ARE THE INTERIOR SURFACES OF THE PERIMETER WALLS, FLOORS, CEILINGS, WINDOWS, DOORS, AND OUTLETS LOCATED WITHIN THE UNIT. THE PART OF THE UNIT AND AIR SPACE SO ENCOMPASSED. (PER SECTION 1551 (C) CALIFORNIA CIVIL CODE).
3. "COMMON AREA" MEANS ALL LANDS AND IMPROVEMENTS NOT LOCATED WITHIN ANY UNIT.
4. THE OWNER OF EACH UNIT SHALL OWN AN UNDIVIDED INTEREST IN THE COMMON AREA AS SHOWN IN SHEET 3 OF 3 TABLE.
5. ALL ANGLES ARE 90° UNLESS OTHERWISE NOTED.
6. ALL WALLS ARE 0.50" THICK UNLESS OTHERWISE NOTED.
7. BENCHMARK: ELEVATIONS SHOWN HEREON ARE BASED ON CITY DATUM AND WERE OBTAINED FROM A CITY BENCHMARK LOCATED AT THE INTERSECTIONS OF FELL AND SCOTT STREETS, LETTER "O" IN OPEN TOP HPFS HYDRANT ELEVATION = 179.322
8. MONUMENT MAP REFERENCE: MONUMENT MAP NO. 27 ON FILE IN THE CITY ENGINEER'S OFFICE, SAN FRANCISCO, CALIFORNIA.
9. THE SERIALLY NUMBERED PARCELS SHOWN ON SHEET 3 (P-1 AND P-2) ARE PARKING AREAS EASEMENTS FOR THE EXCLUSIVE USE OF SAID AREAS SHALL BE GRANTED AS APPURTENANCES TO THE CORRESPONDING NUMBERED UNIT.
10. THE SERIALLY NUMBERED PARCELS SHOWN ON SHEET 3 (S-1 AND S-2) ARE STORAGE AREAS, EASEMENTS FOR THE EXCLUSIVE USE OF SAID AREAS SHALL BE GRANTED AS APPURTENANCES TO THE CORRESPONDING NUMBERED UNIT.
11. THE CITY OF SAN FRANCISCO HAS NOT INSPECTED OR EXAMINED THE PARKING PARCELS SHOWN ON THIS MAP. THE CITY DOES NOT WARRANT THAT THE PARKING PARCELS MEET MINIMUM PLANNING CODE REQUIREMENTS FOR DIMENSION, LOCATION, ARRANGEMENT, CIRCULATION OR ACCESSIBILITY.
12. BASIS OF SURVEY: DEED RECORDED AT REEL E230 IMAGE 856; RECORDERS OFFICE CITY AND COUNTY OF SAN FRANCISCO.
13. ALL DISTANCES ARE MEASURED IN FEET AND DECIMALS THEREOF.
14. MEASURED DISTANCES TO MONUMENT LINE ARE BASED ON POSSESSION.
15. THE REAL PROPERTY DEPICTED HEREIN IS ALSO A PORTION OF "MAP OF THE LANDS OF THE ALMO SQUARE HOMESTEAD ASSOCIATION", RECORDED AT 2A AND B OF MAPS PAGE 53.

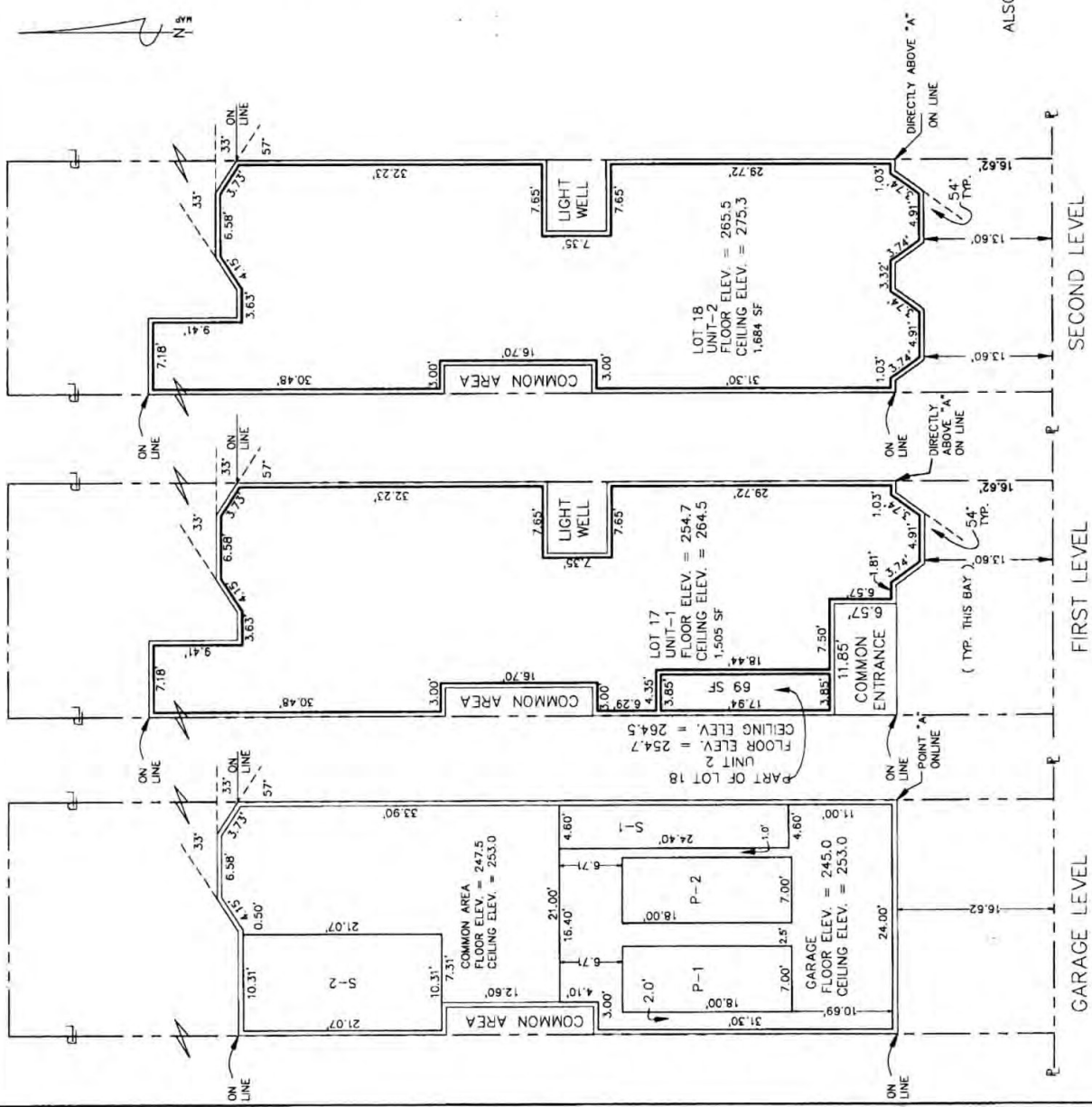
UNIT No.	LOT No.	SQ. FT.
1	17	46
2	18	54
		1753

## PARCEL MAP OF 942 - 944 FELL STREET A RESIDENTIAL CONDOMINIUM PROJECT

BEING A SUBDIVISION OF LANDS DESCRIBED IN GRANT DEED E230 O.R. 856  
ALSO BEING A SUBDIVISION OF LOT 10 BEING A PORTION OF ASSESSOR'S BLOCK NO. 823  
ALSO BEING A PORTION OF WESTERN ADDITION BLOCK NO. 379

SAN FRANCISCO CALIFORNIA  
SCALE: 1" = 8'  
SHEET 3 OF 3  
DATE: JUNE, 1997

LARRY R. ANDERSON, L.S.  
25501 BLANK ROAD  
SEASIDE, CALIF. 94722



FELL STREET

PARCEL A:

Condominium Unit 2, Lot No. 18, as shown upon the Condominium Map and diagrammatic floor plan entitled "Parcel Map of 942-944 Fell Street, a Residential Condominium Project" which was filed for record on February 25, 1998 in Condominium Map Book 55, at Pages 175-177, inclusive, in the Office of the Recorder of the City and County of San Francisco, State of California (referred to herein as "the Map"), and as further defined in the Declaration of Covenants, Conditions and Restrictions of 942-944 Fell Street and Condominium Plan recorded on June 25, 2014, Instrument/File No. 2014-J901046-00 of Official Records of the City and County of San Francisco, State of California (referred to herein as "the Declaration").

Excepting and Reserving therefrom, any portion of the common area lying within said Unit.

Also excepting and reserving therefrom:

- (a) Easements through said Unit, appurtenant to the Common Area and all other Units, for support and repair of the common area and all other units.
- (b) Easements, appurtenant to the common area for encroachment upon the air space of the Unit by those portions of the common area located within the Unit.

PARCEL B:

An undivided 54% interest in and to the Common Area as shown on the Map and defined in the Declaration, excepting and reserving therefrom the following:

- (a) Exclusive easements, other than those shown in Parcel "C" herein, as shown on the Map and excepting by Grantor to units for use as defined in the Declaration and
- (b) Non-exclusive easements appurtenant to all units for ingress and egress, support, repair and maintenance.

PARCEL C:

The following easements appurtenant to Parcel A above as set forth and defined in the Declaration:

- (a) The exclusive easement to use the Parking area(s) designated as P-2 on the Map.
- (b) The exclusive easement to use the Storage area(s) designated as S-2 on the Map.

PARCEL D:

A non-exclusive easement appurtenant to Parcel A above for support, repair and maintenance, and for ingress and egress through the Common Area in accordance with California Civil Code Section 1361(a).

PARCEL E:

Encroachment easements appurtenant to the Unit in accordance with the provisions of the Declaration.



City & County of San Francisco  
José Cisneros, Treasurer  
David Augustine, Tax Collector  
Property Tax Bill (Secured)

1 Dr. Carlton B. Goodlett Place  
City Hall, Room 140  
San Francisco, CA 94102  
www.sftreasurer.org

For Fiscal Year July 1, 2021 through June 30, 2022

Vol	Block	Lot	Bill No	Mail Date	Property Location
06	0823	018	20210302376	October 15, 2021	944 FELL ST

Assessed on January 1, 2021 at 12:01am  
To: NAME WITHHELD PER CA AB 2238

**ADDRESS INFORMATION  
NOT AVAILABLE ONLINE**

**► TOTAL DUE \$15,549.84**

1st Installment	2nd Installment
\$7,774.92	\$7,774.92
Due 12/10/2021	Due 04/11/2022

**Important Messages**

Assessed Value	
Description	Full Value
Land	\$627,330
Structure	\$627,330
Fixtures	
Personal Property	
Gross Taxable Value	\$1,254,660
Less HO Exemption	\$0
Less Other Exemption	\$0
<b>Net Taxable Value</b>	<b>\$1,254,660</b>
<b>Tax Amount</b>	<b>\$14,836.10</b>

Direct Charges and Special Assessments		
Type	Telephone	Amount Due
46 - San Francisco Bay Restoration Authority	(888) 508-8157	\$12.00
89 - SFUSD Facilities District	(415) 355-2203	\$39.72
91 - SFCCD Parcel Tax	(415) 487-2400	\$99.00
98 - SFUSD - Teacher Support	(415) 355-2203	\$275.02
101 - School Parcel Tax of 2020	(415) 355-2203	\$288.00
<b>Total Direct Charges and Special Assessments</b>		<b>\$713.74</b>

Keep this portion for your records. See back of bill for payment options and additional information.



City & County of San Francisco  
Property Tax Bill (Secured)  
For Fiscal Year July 1, 2021 through June 30, 2022

Pay online at [www.sftreasurer.org](http://www.sftreasurer.org)

Vol	Block	Lot	Bill No	Property Location
06	0823	018	20210302376	944 FELL ST

- ☐ Check if contribution to Arts Fund is enclosed.  
For other donation opportunities go to [www.Give2SF.org](http://www.Give2SF.org)

Write your block and lot on your check.  
2nd Installment cannot be accepted unless 1st is paid.

San Francisco Tax Collector  
Secured Property Tax  
P.O. Box 7426  
San Francisco, CA 94120-7426

2nd Installment Due		
Pay by	April 11, 2022	<b>\$7,774.92</b>
If paid after includes 10% penalty and applicable fees	April 11, 2022	\$8,597.41

0608230001800 20210302376 000000000 000000000 0000 2003



City & County of San Francisco  
Property Tax Bill (Secured)  
For Fiscal Year July 1, 2021 through June 30, 2022

Pay online at [www.sftreasurer.org](http://www.sftreasurer.org)

Vol	Block	Lot	Bill No	Property Location
06	0823	018	20210302376	944 FELL ST

- ☐ Check if contribution to Arts Fund is enclosed.  
For other donation opportunities go to [www.Give2SF.org](http://www.Give2SF.org)

Write your block and lot on your check.  
If property has been sold, please forward bill to new owner.

San Francisco Tax Collector  
Secured Property Tax  
P.O. Box 7426  
San Francisco, CA 94120-7426

1st Installment Due		
Pay by	December 10, 2021	<b>\$7,774.92</b>
If paid after includes 10% penalty	December 10, 2021	\$8,552.41
Paid 12/08/2021		



City & County of San Francisco  
José Cisneros, Treasurer  
David Augustine, Tax Collector  
Property Tax Bill (Secured)

1 Dr. Carlton B. Goodlett Place  
City Hall, Room 140  
San Francisco, CA 94102  
www.sftreasurer.org

For Fiscal Year July 1, 2021 through June 30, 2022

Vol	Block	Lot	Bill No	Mail Date	Property Location
06	0823	017	20210302375	October 15, 2021	942 FELL ST

Assessed on January 1, 2021 at 12:01am  
To: NAME WITHHELD PER CA AB 2238

**ADDRESS INFORMATION  
NOT AVAILABLE ONLINE**

Important Messages

TOTAL DUE		\$13,449.14
1st Installment	2nd Installment	
\$6,724.57	\$6,724.57	
Due 12/10/2021	Due 04/11/2022	

Assessed Value	
Description	Full Value
Land	\$538,503
Structure	\$538,503
Fixtures	
Personal Property	
Gross Taxable Value	\$1,077,006
Less HO Exemption	\$0
Less Other Exemption	\$0
<b>Net Taxable Value</b>	<b>\$1,077,006</b>
<b>Tax Amount</b>	<b>\$12,735.40</b>

Direct Charges and Special Assessments		
Type	Telephone	Amount Due
46 - San Francisco Bay Restoration Authority	(888) 508-8157	\$12.00
89 - SFUSD Facilities District	(415) 355-2203	\$39.72
91 - SFCCD Parcel Tax	(415) 487-2400	\$99.00
98 - SFUSD - Teacher Support	(415) 355-2203	\$275.02
101 - School Parcel Tax of 2020	(415) 355-2203	\$288.00
<b>Total Direct Charges and Special Assessments</b>		<b>\$713.74</b>

Keep this portion for your records. See back of bill for payment options and additional information.



City & County of San Francisco  
Property Tax Bill (Secured)  
For Fiscal Year July 1, 2021 through June 30, 2022

Pay online at [www.sftreasurer.org](http://www.sftreasurer.org)

Vol	Block	Lot	Bill No	Property Location
06	0823	017	20210302375	942 FELL ST

- ☐ Check if contribution to Arts Fund is enclosed.  
For other donation opportunities go to [www.Give2SF.org](http://www.Give2SF.org)

Write your block and lot on your check.  
2nd Installment cannot be accepted unless 1st is paid.

San Francisco Tax Collector  
Secured Property Tax  
P.O. Box 7426  
San Francisco, CA 94120-7426

2nd Installment Due		
Pay by	April 11, 2022	<b>\$6,724.57</b>
If paid after includes 10% penalty and applicable fees	April 11, 2022	\$7,442.02

0608230001700 20210302375 000000000 000000000 0000 2003



City & County of San Francisco  
Property Tax Bill (Secured)  
For Fiscal Year July 1, 2021 through June 30, 2022

Pay online at [www.sftreasurer.org](http://www.sftreasurer.org)

Vol	Block	Lot	Bill No	Property Location
06	0823	017	20210302375	942 FELL ST

- ☐ Check if contribution to Arts Fund is enclosed.  
For other donation opportunities go to [www.Give2SF.org](http://www.Give2SF.org)

Write your block and lot on your check.  
If property has been sold, please forward bill to new owner.

San Francisco Tax Collector  
Secured Property Tax  
P.O. Box 7426  
San Francisco, CA 94120-7426

1st Installment Due		
Pay by	December 10, 2021	<b>\$6,724.57</b>
If paid after includes 10% penalty	December 10, 2021	\$7,397.02
Paid 12/08/2021		

## **Appendix 4: 10-year Plans (pg.15)**

### **Rehabilitation Schedule (next 10 years)**

<b>Scope</b>	<b>Year</b>	<b>Cost - Contractor</b>
<b>1. Repaint/Restore West Wall</b>	<b>2022</b>	<b>57,175 - Modamas</b>
<b>2. Repair Water Damage to East Wall</b>	<b>2022</b>	<b>28,505 - Faragon</b>
<b>3. Clean/Repair Stairs</b>	<b>early 2023</b>	<b>5,100 - Modamas</b>
<b>4. Roof Replacement</b>	<b>2023</b>	<b>33,355 - Sure Roofing</b>
<b>5. Repaint/Restore Facade</b>	<b>early 2025</b>	<b>63,850 - Modamas</b>
<b>6. Repair Water Damage to South Wall</b>	<b>2025</b>	<b>(included with Faragon above)</b>
<b>7. Repaint/Restore East Wall</b>	<b>early 2027</b>	<b>53,125 - Modamas</b>
<b>8. Foundation Dryrot &amp; Beetle Repair</b>	<b>2027</b>	<b>10,675 - Cook &amp; Associates</b>
<b>9. Repaint/Restore Back Wall</b>	<b>early 2029</b>	<b>28,900 - Modamas</b>
<b>10. Repair Water Damage to Back &amp; East Walls</b>	<b>2029</b>	<b>(included with Faragon above)</b>
<b>11. Replace Garage Door</b>	<b>2030</b>	<b>4,935 - Garage Masters</b>
<b>12. Replace/Repair Window</b>	<b>2031</b>	<b>4,432 - Gilberto Arrellano</b>
<b>13. Repaint/Restore Backyard Stairs</b>	<b>early 2032</b>	<b>1,700 - Modamas</b>

### **Maintenance Schedule**

**Exterior inspection - annually**

**Repaint & Repair Exterior - every 8-10 years, or as needed**

**Foundation inspection - annually**

**Roofing inspection - every 3-5 years**

**Stair Cleaning - every 2-3 years, or as needed**

**Window & Door inspection - annually**

# **Supplemental Information, Appendix 5: Work Estimates & Photos for Rehabilitation Plan**

**(Note: I have done my best to accurately represent the condition of the property. Pictures were taken from 2014 and 2019 and conditions may have changed over time.)**



Fine Painting  
3410 Geary Blvd. #232  
San Francisco, CA 94118  
office@modamas.com  
Calif. Lic. #629936

**Julie Chin**  
944 Fell Street  
San Francisco, CA 94118  
(650) 996-8033  
[chinrents@gmail.com](mailto:chinrents@gmail.com)

## **Exterior Painting Proposal - 944 Fell St**

### **I. SCOPE OF WORK**

**The following areas are specifically WITHIN the scope of work:**

We propose to prepare and paint specified exterior surfaces of the building as detailed below:

- **Front (south) side:** All siding, bricks, trim, windows, doors, brackets, soffit, entryway, metal security doors, garage door, posts, and railing.
- **Right (east) side:** All siding, trim, windows, and paintable pipes.
- **Left (west) side:** All siding, trim, windows, and any paintable pipes.
- **Rear (north) side:** All siding, trim, windows, and doors.
- **Roof area:** Prep and paint metal, chimney, and pipes.

#### **Options:**

- **Rear (north) side:** all wood stair system.
- **Front (south) side:** stairs & retaining wall. Please note this only includes prep and painting, we will seal any visible cracks and repair any dents or missing, battered areas, if we find a much larger problem we will let you know.

**The following areas are specifically NOT within the proposed scope of work:**

Gold leaf, any previously unpainted surfaces, any vinyl surfaces, any interior areas (this also excludes the interior surfaces of all doors and windows), or any areas not seen or specifically discussed in the WITHIN SCOPE section directly above.

- **Carpentry & Masonry** is also not included within the scope of work for this proposal. We shall notify you of any major dry rot, cracked/broken windows, rusty flashings, or any other repairs we suggest be addressed prior to application of the finish coat. We will identify any such issues while working on those areas and discuss your available options with you. Any new carpentry or masonry work may require a change order to reflect additional prep work in order to make the new areas paint-ready. Client approved work outside of scope and requested from a Modamas crew is billed at the rate of ***\$95.00/hr.***

**Site/Staging Logistics**

- **Staging:** All work will be performed from a scaffold, the cost of which is included in this bid.
- **Assumptions:** We will need for you to secure written/mailed permission from the owners of the right and left sides, from which we will have to stage work. We will also need to file for a minor encroachment permit with the city of San Francisco to stage scaffolding on the west side of the building.
  - **NOTE:** In order to do the lower part of the west wall, the wooden fence between your property and the school would need to be removed. If this is your fence, we can arrange to do this work on a time and materials basis. If this is the school's fence, they would need to take it down.

**II. PRICE**

**Front (south) side:**

**Proposed Project I - As agreed upon in scope.**

<b>Modamas - Labor &amp; Materials:</b>	<b>\$ 21,675</b>
<b>Scaffolding*:</b>	<b>\$ 1,500</b>
<b>Lavatory Rental:</b>	<b>\$ 200</b>
<b><u>SF Street Permit**:</u></b>	<b><u>\$ 475</u></b>
<b>Total:</b>	<b>\$ 23,850</b>

**Right (east) side:**

**Proposed Project II - As agreed upon in scope.**

<b>Modamas - Labor &amp; Materials:</b>	<b>\$ 22,950</b>
<b>Scaffolding*:</b>	<b>\$ 3,000</b>
<b>Lavatory Rental:</b>	<b>\$ 200</b>
<b><u>SF Street Permit**:</u></b>	<b><u>\$ 475</u></b>
<b>Total:</b>	<b>\$ 26,625</b>

**Left (west) side:**

**Proposed Project III - As agreed upon in scope**

<b>Modamas - Labor &amp; Materials:</b>	<b>\$ 25,500</b>
<b>Scaffolding*:</b>	<b>\$ 3,000</b>
<b>Lavatory Rental:</b>	<b>\$ 200</b>
<b><u>SF Street Permit**:</u></b>	<b><u>\$ 475</u></b>
<b>Total:</b>	<b>\$ 29,175</b>

**PLEASE NOTE:** This does NOT include the cost of an encroachment permit, to stage scaffolding on the steps of the adjacent school.

**Rear (north) and roof area:**

**Proposed Project IV - As agreed upon in scope.**

<b>Modamas - Labor &amp; Materials:</b>	<b>\$ 17,425</b>
<b>Scaffolding*:</b>	<b>\$ 1,500</b>
<b>Lavatory Rental:</b>	<b>\$ 200</b>
<b><u>SF Street Permit**:</u></b>	<b><u>\$ 475</u></b>
<b>Total:</b>	<b>\$ 19,600</b>

**Option 1**

**Rear (north) side:**

**Proposed Project - As agreed upon in scope.**

<b>Modamas - Labor &amp; Materials:</b>	<b>\$ 1,700</b>
---	-----------------

**Option 2**

**Front (south) side:**

**Proposed Project - As agreed upon in scope.**

<b>Modamas - Labor &amp; Materials:</b>	<b>\$ 5,100</b>
---	-----------------

*\*This scaffold structure will be rented for 30 days, rain or shine. In the event, this project should extend beyond this forty-five (45) day time frame, for any reason including rain and or needed repairs, continued rental of this structure will be available at a prorated cost.*

*\*\*Represents an estimated calculation of the City of San Francisco's permit fee. This reflects the cost of a permit for 30 days. In the event this project should extend beyond this 30-day time frame, for any reason including rain and or needed repairs, an additional permit will be necessary and Modamas will pay the finalized permit fee upfront and will detail such expenditure in the client's payment schedule.*

**Julie Chin**  
**944 Fell Street**

**Payment Terms:**

- To secure a spot on our calendar, an initial \$1,000 deposit is required along with the signed contract.
- In addition, the following progress payments will be required:
  - 25% due - on the first day of the job/the commencement of project work
  - 50% due - on reaching 50% (based on hours worked) of job completion
  - 75% due - on reaching 75% (based on hours worked) of job completion
  - 95 +% due - on reaching 95% (based on hours worked) of job completion
- At time of final walkthrough, the balance due shall not exceed the lesser amount of \$1,000 or 5% of the total cost of the project.
- By signing below, the client accepts the terms & conditions of this proposal & has received a copy of the State Contractors License, the EPA Certification, The Liability Insurance, The Renovate Right Handbook & a Painting Contractor Checklist.

Submitted by: Miguel Castellanos  
Modamas Inc. Fine Painting

On: April 29, 2022

Accepted by: \_\_\_\_\_  
Julie Chin

On: \_\_\_\_\_

*\*\*\*This estimate and the prices quoted within will be valid for 90 days.*

### III. SURFACE PREPARATION - Exterior

We prepare the surface to ensure a long-lasting paint job. The most important steps to assure longevity are: cleaning the surface, removing loose and peeling paint, properly priming raw substrates, caulking cracks, and applying quality finish coats.

- **Plants:** We would ask that you have all plants touching any painted surfaces of the building be pruned back prior to any scaffold going up or any prep for painting work begins.
- **Identifying Problem Areas:** We will do a full inspection on the first day of the project, poking around all surfaces from the scaffold to find any issues. This will include cracked glass panes, rusted-out flashing, wood rot, and any missing trim pieces or other concerns. We will number & photograph each problem area we identify and then meet with you to discuss repair or carpentry options. We will submit a Change Order to address any issues outside of the scope of contracted work.
- **Protection & Containment:** The netting on the scaffold will help with both protection and containment. In addition, we will lay drop cloths under any areas we are working. These areas will be cleaned up daily.
- **Lead containment:** For your protection, lead regulations require that while doing prep work, we seal (tape) windows from the inside. We understand that this can be an inconvenience. However, sealing your windows protects the interior from potential lead dust, which can be potentially harmful. Our goal here is to keep all chips & dust on the exterior of the building.
- **Surface Prep:** We will remove all loose or peeling paint using carbide tip scrapers or sanders. Old paint edges may still be visible depending on how many coats the building has had over the years, but we feather these out to knock down hard edges.
- **Priming on rusted metal:** Metalwork, rusted nail heads, flashings or other rusted surfaces will receive a coat of rust converter and "Red Oxide Primer." These products convert the rust to a stable substrate, rather than merely cover it up. We have found this method to be an enormous improvement over traditional rust inhibitors. Please note that some old nail heads that are rusting deep in the wood may return over time. If we can pull out these old rusty nails & replace them with galvanized screws, we will.
- **Caulking & Filling:** We will caulk gaps or openings in the wood as needed to avoid water intrusion using Big Stretch® (or equivalent). Any large vertical seams or gaps above window/door casings will first be filled with compressible foam rope and will then be caulked.
- **Glazing:** We will remove all failed window glazing. These areas will get new glazing points as needed, be pre-primed with oil-based primer, reglazed with window putty & reprimed with oil to prepare for finish coats. Please note that window glazing putty does not fully cure for months, so try to avoid applying any pressure to these surfaces.
- **Wood Patching/ Filling:** For smaller holes & imperfections, we use Ready Patch Filler or its equivalent. On any holes created by dry rot or other factors (3-inch diameter or less), we will apply Clear Penetrating Epoxy Sealer (CPES) that fuses with the old wood & hardens it. Then, we apply Abatron Wood Epoxy or equivalent. This is a 2 part epoxy mix that fills in the old rotten spots and can be sanded into shape. This is a great process that stabilizes old surfaces and which we have found to be particularly long-lasting. All patching will be primed prior to apply the finish coat. If we find any larger areas with wood rot that require carpentry work, we will notify the client or construction team right away.
- **Priming:** We will spot prime any exposed areas, caulking and patching with a high-bonding, premium quality acrylic primer to stabilize the surface as we prepare the substrate for finish coats. Zinsser 1-2-3, Fresh Start, and Stix are all excellent primers for these surfaces.
- **Loose wires:** Any previously cut or unconnected wiring will be removed. All other wirings will be bundled, zip-tied, attached to the building, and painted in order to disappear.

- **Old Scaffold Hooks:** We will pull any old scaffold hooks and fill holes with Ready Patch.
- **Washing:** We will carefully wash and scrub away built-up grime, chalking, spiderwebs and mildew. While we try to avoid spraying directly at window sills, it is recommended you place towels on the interior window sills and pull back any curtains or blinds to avoid damage from potential moisture seepage.
- **Masking:** Once the building has been prepped and cleaned, we may mask off glass windows or any other areas not to be painted with plastic or paper & delicate painter's tape as needed.
- **Double-check Prep:** After the scraping, sanding, caulking, and spot priming, we will go back to double-check for any additional prep work needed. Typically this will be some additional caulking.

In addition, there is an aesthetic consideration as to how the finished product will look. To facilitate a shared expectation as to the look of the finished job, we classify our preparation in the following categories:

**Level 1:** Remove all loose, peeling, and blistering paint. No additional aesthetic work is done. Ridges from the old paint will remain visible.

**Level 2: As above, plus where paint was scraped, feather-in the edge by hand sanding. Ridges from the old paint will be less visible. All portions of this project have been estimated as Level 2.**

**Level 3:** As above, plus feather-in with a power sander areas around the entryway and at eye level. Ridges from the old paint will be much less visible.

**Level 4:** As above, plus filling where the paint was scraped with spackle, Smith & Co. Restore- It®, marine epoxy, or like the product to rebuild surface profile. **NOTE:** Using fillers for this purpose may reduce the longevity of the paint job, as they sometimes fail sooner than primer and paint alone. Ridges from the old paint should show only slightly.

**Level 5:** Remove 90% of paint down to bare wood using heat guns, or chemical solvents. The surface may show wear from aging or premature deterioration.

#### IV. EPA CERTIFIED LEAD COMPLIANCE

Our teams have been certified by the EPA and comply with EPA RRP Final Rule (40 CFR 745) that went into effect on April 22, 2010, regarding lead-safe practices in construction. We will prevent any lead-contaminated paint chips or dust from either entering the building or escaping the project and dispose of the same in a proper manner upon completion of the project. In addition, Modamas also commits to:

- Notifying and display appropriate signage.
- Ensure that scaffolding will have netting and we will provide additional containment as necessary.
- Seal windows during paint disturbing procedures.
  - *Please note --- It is critical that occupants CLOSE & LOCK windows during the entirety of the job until which time we ask that they be unlocked so we can make sure they are not painted shut & are in good working order.*
- Use EPA-certified HEPA vacuums.
- Keep work areas restricted to Modamas employees.
- Perform daily and post job cleanup.

**V. FINISH COATS** - After the primer has cured, and the substrate has been carefully inspected, we will apply two (2) finish coats.

- **Color Scheme:** This quote is for an overall color scheme, in all areas, of five (5) colors. Please also keep in mind:
  - *Color changes subsequent to the approval of a color scheme, or additional color consultation services will be handled on a time-plus-materials ("T&M") basis, **billed at the rate of \$80 per hour**. This includes the time required to purchase and apply the samples, and any time spent color consulting. Such expenses will be discussed with the client and added to the payment schedule. \_\_\_\_\_(Initial)*
  - *Some colors such as reds, yellows and some bright whites may need more coats to cover properly. You will be notified if any of your colors fall into this category, and if you wish to continue, any additional coats above two (2) will be an extra charge.*
  - *Additional colors and/or more complex placement may affect the pricing (adding additional accent colors, bands or elements).*
- **Body and Trim:** We budget for proven reliable and durable paints. Our Preferred brands include Benjamin Moore Ben or Regal Select & Sherwin Williams Resilience. Use of other products such as Fine Paints of Europe, C2, Aura, Emerald, Duration etc. may incur an additional cost and will require additional client approval. Metal work will be either an Oil-based Alkyd or a Direct To Metal (DTM) Acrylic paint.

**VI. CLEAN UP**

- All regulations of the San Francisco building code pertaining to the disturbance of lead paint will be adhered to.
- All debris, materials, and equipment shall be picked up daily and stored at a designated location. In all cases, Modamas is responsible for cleaning all dirt, paint, or other contaminants from surfaces affected by our work. *Please Note ---- Modamas is not responsible for the cleaning or removal of any previously existing paint chips, debris or other contaminants that have been caused by a third party or are a result of a non-Modamas project.*
- Debris from our work will be bagged and removed on a regular basis.
- We will remove all new scaffold hooks and patch/touch up the day before the scaffold comes down. We may drop the netting as well for safety reasons.
- Final clean up shall include the removal of all paint chips and the hauling of all debris.

**VII. MISCELLANEOUS**

- All alterations from the contracted work will be executed in writing through a Change Order or Tracked on a T&M Basis.
- We are proud of our work. If hired, Modamas is authorized to affix at least one (1) company sign on the scaffold while work is being completed.
- After the completion of the project, if the paint is damaged by non-Modamas personnel, we may be able to provide touch-up work on a T&M basis, as needed.
- A portable lavatory will be delivered, placed on the sidewalk, locked when not in use, and cleaned regularly.
- We ask the owner to kindly provide a small storage area for the crew and our equipment - preferably, either inside a garage or in the backyard. In addition, we require keys to any access doors, access to water, electricity, and a drain or sink.

**VIII. READY TO MOVE FORWARD WITH MODAMAS PAINTING?**

**Julie Chin**  
**944 Fell Street**

Nothing would make us happier! You can print a copy of this estimate and send in a signed copy along with the \$1,000 deposit check, or also give the executed contract and payment to your Modamas contact. Receipt of both the contract and first payment will secure your position on the work calendar. Upon receipt of your signed agreement and accompanying deposit payment, the Modamas team will provide the client with a confirmed project timeline - including a project commencement and completion date, as well as a payment schedule.

## **IX. A FINAL NOTE**

As with most things in life, we believe you get what you pay for. Our continued success lies in consistently offering our clients the most value for their money - beautiful and durable finishes with personalized and professional service and support. This bid represents our best interpretation of your expectations. With this in mind, we hope you will choose Modamas Fine Painting, for it would be our pleasure to work with you.

## **INSURANCE**

**Julie Chin**  
**944 Fell Street**

At all times while undertaking the Contractual Duties, Modamas shall maintain, at its sole cost and expense, the insurance set forth in the Certificate of Liability Insurance ("COI") from insurance companies with limits of liability not less than stated in such COI. Modamas shall provide appropriate documentation evidencing conformance to COI.

#### **COMMERCIAL GENERAL LIABILITY INSURANCE**

- Modamas Painting's commercial general liability insurance is carried by ISU Centinel Agency. You may call the insurance company at 415-657-2000 to verify Modamas' coverage.

#### **WORKER'S COMPENSATION INSURANCE**

- Modamas Painting carries worker's compensation insurance for all of its employees.

### **DISCLOSURES**

(As required by Contractors State License Board Business & Professions code for all painting jobs over \$500.00)

### **LICENSE INFORMATION**

"STATE LAW REQUIRES ANYONE WHO CONTRACTS TO DO CONSTRUCTION WORK TO BE LICENSED BY THE CONTRACTORS STATE LICENSE BOARD IN THE LICENSE CATEGORY IN WHICH THE CONTRACTOR IS GOING TO BE WORKING IF THE TOTAL PRICE OF THE JOB IS \$500 OR MORE (INCLUDING LABOR AND MATERIALS.)"

### **MECHANICS' LIEN WARNING**

Anyone who helps improve your property, but is not paid, may record what is called a mechanic's lien on your property. A mechanics lien is a claim, like a mortgage or a home equity loan, made against your property and filed with the county recorder. Even if you pay your contractor in full, unpaid subcontractors, suppliers, and laborers who helped to improve your property may record mechanic's liens, and may sue you in court to foreclose the lien. If a court finds the lien is valid, you could be forced to pay twice, or have a court officer sell your home to pay the lien. Liens can also affect your credit.

To preserve their right to record a lien, each subcontractor and material supplier must provide you with a document called a "20 Day Preliminary Notice". This notice is not a lien. The purpose of the notice is to let you know that the person who sends you the notice has the right to record a lien on your property if he or she is not paid.

BE CAREFUL. You can protect yourself from liens by getting a list from your contractor of all the subcontractors and material suppliers that work on your project. Find out from your contractor when these subcontractors started work and when these suppliers delivered goods or materials. Then wait 20 days, paying attention to the Preliminary Notices you receive.

PAY WITH JOINT CHECKS. One way to protect yourself is to pay with joint checks. When your contractor tells you it is time to pay for the work of a subcontractor or a supplier who has provided you with a Preliminary Notice, write a joint check payable to both the contractor and the subcontractor or material supplier.

For other ways to prevent liens, visit CSLB's website at [www.cslb.ca.gov](http://www.cslb.ca.gov) or call CSLB at 800-321-CSLB (2752). Remember, if you do nothing you risk having a lien placed on your home. This can mean that you may have to pay twice, or face the forced sale of your home to pay what you owe.



Fine Painting  
3410 Geary Blvd. #232  
San Francisco, CA 94118  
office@modamas.com  
Calif. Lic. #629936

Julie Chin  
944 Fell Street  
San Francisco, CA 94118  
(650) 996-8033  
[chinrents@gmail.com](mailto:chinrents@gmail.com)

**Exterior Carpentry Proposal - 944 Fell St -**  
**NON BINDING, ESTIMATED COSTS ONLY**

**I. SCOPE OF WORK**

**The following areas are specifically WITHIN the scope of work:**

We propose to repair specified exterior surfaces of the building as detailed below:

**Note:** This is a rough estimate, once the wood siding pieces are removed, an estimate can be made, as we will be able to clearly see if the underlying structure is in good condition, or if it will be necessary to hire a general contractor specialized in this area. It is impossible to determine the extent of even the siding carpentry work necessary without scaffolding and a close inspection.

Modamas is a painting company trained to do superficial (siding, decorative elements) but not structural repairs.

## II. ESTIMATED PRICE OF CARPENTRY BY SECTION

### OPTION A

Front (south) side

Proposed Project I - As agreed upon in scope.

Modamas - Labor	\$ 28,500
<u>Materials:</u>	<u>\$ 11,500</u>
Total:	\$ 40,000

### OPTION B

Right (east) side

Proposed Project II - As agreed upon in scope.

Modamas - Labor	\$ 19,000
<u>Materials:</u>	<u>\$ 7,500</u>
Total:	\$ 26,500

### OPTION C

Left (west) side

Proposed Project III - As agreed upon in scope.

Does not include the minor encroachment permit necessary to stage scaffolding on the school steps.

Modamas - Labor	\$ 19,000
<u>Materials:</u>	<u>\$ 8,000</u>
Total:	\$ 27,000

### OPTION D

Rear (north)

Proposed Project IV - As agreed upon in scope.

Modamas - Labor	\$ 7,600
<u>Materials:</u>	<u>\$ 1,700</u>
Total:	\$ 9,300

**The following areas are specifically NOT within the proposed scope of work:**

Rear stairs, front stairs & retaining wall, the wooden fence between the property and the school, the roof, any windows, replacing vinyl or metal surfaces, any interior surfaces, or any area not specifically seen or discussed, any masonry.

- **Structural Carpentry & Masonry** is also not included within the scope of work for this proposal. We shall notify you of any major dry rot, cracked/broken windows, rusty flashings, or any other repairs we suggest be addressed prior to application of the finish coat. We will identify any such issues while working on those areas and discuss your available options with you. Any new carpentry or masonry work may require a change order to reflect additional prep work in order to make the new areas paint-ready. The client approved work outside of scope and requested from a Modamas crew is billed at the rate of **\$95.00/hr.**

**Site/Staging Logistics**

- **Staging:** All work will be performed from a scaffold.
- **Assumptions:** We will need for you to secure written/emailed permission from the owners of the right and left sides, from which we will have to stage work. **We will also need to file for a minor encroachment permit with the city of San Francisco to stage scaffolding on the west side of the building.** Street space permits will also be required for each phase of the project, as well as a lavatory to place on the sidewalk.
  - **NOTE: In order to do the lower part of the west wall, the wooden fence between your property and the school would need to be removed. If this is your fence, we can arrange to do this work on a time and materials basis. If this is the school's fence, they would need to take it down.**
  - **This is an estimate, not a binding price. It does not include all of the necessary permitting. There will be additional costs associated with the project that will be added to the pay schedule and communicated to the client.**

### **III. EPA CERTIFIED LEAD COMPLIANCE**

Our teams have been certified by the EPA and comply with EPA RRP Final Rule (40 CFR 745) that went into effect on April 22, 2010, regarding lead-safe practices in construction. We will prevent any lead-contaminated paint chips or dust from either entering the building or escaping the project and dispose of the same in a proper manner upon completion of the project. In addition, Modamas also commits to:

- Notifying tenants and displaying appropriate signage.
- Ensure that scaffolding will have netting and we will provide additional containment as necessary.
- Seal windows during paint disturbing procedures.
  - *Please note --- It is critical that occupants CLOSE & LOCK windows during the entirety of the job until which time we ask that they be unlocked so we can make sure they are not painted shut & are in good working order.*
- Use EPA-certified HEPA vacuums.
- Keep work areas restricted to Modamas employees.
- Perform daily and post job cleanup.

#### IV. CLEAN UP

- All regulations of the San Francisco building code pertaining to the disturbance of lead paint will be adhered to.
- All debris, materials, and equipment shall be picked up daily and stored at a designated location. In all cases, Modamas is responsible for cleaning all dirt, paint, or other contaminants from surfaces affected by our work. *Please Note ---- Modamas is not responsible for the cleaning or removal of any previously existing paint chips, debris or other contaminants that have been caused by a third party or are a result of a non-Modamas project.*
- Debris from our work will be bagged and removed on a regular basis.
- We will remove all new scaffold hooks and patch/touch up the day before the scaffold comes down. We may drop the netting as well for safety reasons.
- Final clean-up shall include the removal of all paint chips and the hauling of all debris.

#### V. MISCELLANEOUS

- All alterations from the contracted work will be executed in writing through a Change Order or Tracked on a T&M basis.
- We are proud of our work. If hired, Modamas is authorized to affix at least one (1) company sign on the scaffold while work is being completed.
- A portable lavatory will be delivered, placed on the sidewalk, locked when not in use, and cleaned regularly.
- We ask the owner to kindly provide a small storage area for the crew and our equipment - preferably, either inside a garage or in the backyard. In addition, we require keys to any access doors, access to water, electricity, and a drain or sink.

#### VI. A FINAL NOTE

As with most things in life, we believe you get what you pay for. Our continued success lies in consistently offering our clients the most value for their money - beautiful and durable finishes with personalized and professional service and support. This bid represents our best interpretation of your expectations. With this in mind, we hope you will choose Modamas Fine Painting, for it would be our pleasure to work with you.

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Sf House Painting/Moose Pro Painting  
4220 18th St. San Francisco, CA 94114  
408-827-585

*This is a proposal and contract for house painting between the owners of 942 Fell st,  
and Sf House Painting*

**Job: Exterior Painting, Restoration, and waterproofing.**

We propose to provide all material, and labor necessary to complete the job as following, as well as clean up and dispose of all debris after we complete the project

**Scope of work:** Consists of painting/prep of the entire exterior.(Will walk around with client to confirm all areas which are being painted before project start)

**-Preparation**

Powerwash, clean off dirt with TSP , scrape loose paint, fill divots and holes, sand patched areas to make smooth, caulk and seal where necessary.  
Cover floors. Restore home to a smoother condition.

**-Finish**

Two coats of sherwin Williams paint. One coat of primer.

**-Pricing:**

-We hereby propose to furnish material, scaffold, and labor to complete the work at a total sum of : \$41,000

Backyard deck: \$1,400

If you pay in cash there's a 5% discount

*-We will need 10% down the day of starting, 40% midway and 50% upon completion. Checks made payable to Sf House Painting or Clay Bolton.*

-Acceptance of Proposal. The above prices, specifications and conditions are satisfactory and hereby accepted. We are authorized to complete the work as specified. Payment will be made as outlined above.

Please contact us for any questions you have.

Additional  
Agreements.

1. We will assume full responsibility and liability for all workers on site for the duration of the project.
2. We will assume responsibility and liability for any accidents or damages that occur to the home for the duration of the project.
3. We will not place any responsibility or liability on the homeowner or anyone associated with said homeowner for the duration of the project.
4. We will guarantee the quality of work and materials for 10 years. (Restore peeling, bubbling, and loose paint)
5. This agreement shall be governed by and construed in accordance with the laws of the State of California without regarding conflict of laws and principles.

(Foreman/Owner)\_\_\_\_\_

Date:

I accept this  
offer.

(Home Owner)\_\_\_\_\_

Date:



Date: 05/02/2022

**Project address: 942/944 Fell Street San Francisco CA 94117**

Faragon Restoration is pleased to provide the following bid proposal for abatement services to be performed at the above referenced property.

Please note that all estimates are valid for 30 days. After 30 days, reinspection of the property is required. Any change orders required will be presented to the homeowner/property manager in writing for approval.

### **SCOPE OF WORK**

#### **Unit 942 - Front room and affected bedroom**

- Installation of containment in each designated work area as listed above as well as containing off the fireplace
- Installation of HEPA air filtration unit(s) in each work containment
- Establish negative pressure in each work containment
- Scraping and removal of loose, damaged or compromised wall materials in each affected area (Front room and affected bedroom)
- Application of lead encapsulate compound
- Haul away and proper disposal of potentially hazardous wall material
- HEPA vacuuming of work area
- Final cleaning of work area
- Lead and asbestos clearance testing
- Removal of HEPA air filtration units, upon receiving result from clearance testing
- Take down and removal of containment, upon receiving result from clearance testing

#### **Unit 944 - Entry/foyer/stairway, front room, affected bedroom**

- Installation of containment in each designated work area as listed above
- Installation of HEPA air filtration unit(s) in each work containment
- Establish negative pressure in each work containment
- Scraping and removal of loose, damaged or compromised wall materials in each affected area (Entry/foyer/stairway, front room, affected bedroom)
- Application of lead encapsulate compound
- Haul away and proper disposal of potentially hazardous wall material
- HEPA vacuuming of work area
- Final cleaning of work area
- Lead and asbestos clearance testing
- Removal of HEPA air filtration units, upon receiving result from clearance testing
- Take down and removal of containment, upon receiving result from clearance testing

<b>Bid Proposal Total***:</b>	<b>\$ 28,504.94</b>
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**\*\*\* We have allotted \$1,200.00 for permits and city fees. Should fees exceed the allotted amount, a change order will be submitted for costs incurred.**

This Bid Proposal is inclusive of all labor, equipment, materials and administrative costs.

Faragon Restoration agrees to perform the following project practises:

- FR agrees to be respectful of tenants' living space (install protective coverings on flooring, contents and furniture as needed).
- FR shall maintain appropriate insurance including but not limited to [work comp - general - liability, auto] etc.
- FR agrees to maintain a clean and professional work site at all times.
- FR agrees to perform agreed scope of work in a professional and workmanlike manner.
- FR agrees to use company personnel that are uniformed and ID badges.
- FR agrees to use no temp labor or day laborers.

Please be advised that this estimate, and corresponding scope of work is created using the current industry standard pricing, and insurance approved rates. It does not include any hidden, latent or unknown conditions that may impact on the performance of our work, its duration and cost. Owner directed changes made at the discretion of the customer will also impact on the overall cost of the project and such cost will be added to the original scope of work, as an extra charge.

Any request for additional work directed by the owner/customer must be made in writing and authorized by the party to be billed in order to be valid. In the event that the initial work is authorized and paid for by insurance, any additional work performed outside of the work that is required, will be deemed as extra work and must be paid for out of pocket by the owner/customer requesting the work.

We appreciate the opportunity to provide this bid estimate and look forward to working with you on this project.



*Billing & Office Administrator*

Office: 415-648-6418

1087 Revere Ave. San Francisco, CA  
94124

email: [billing@faragonrestoration.com](mailto:billing@faragonrestoration.com)

website: [faragonrestoration.com](http://faragonrestoration.com)



## ROOFING AGREEMENT

Date	April 28, 2022
Project Number	10444
Document Number	10477

Contractor	Sure Roofing & Waterproofing	
Owner	Julie Chin	
Mailing Address	942 Fell Street; San Francisco, CA 94117	
Job Address	942 Fell Street; San Francisco, CA 94117	
Email	ChinRents@Gmail.com	Secondary Email -
Primary Phone	650-996-8033	Secondary Phone -

### IT IS MUTUALLY AGREED AS FOLLOWS:

- Includes all material and labor
- Includes all cleanup
- Owner will install smoke detectors if required by city ordinances
- Owner will pay for all permits

### Scope of Work: Remove and re-construct main flat roof assembly

- PREPARATION: Remove and dispose of existing flat roof layers to expose bare wood deck. Remove and dispose of existing adjoining roof metals, including flashing, penetration boots, and edge trims. Inspect exposed areas for evidence of dry rot/ breakage, perform repairs where necessary at a rate of \$125 per man-hour, plus the cost of materials. Price includes removal of up to two existing layers. If any additional layers are found, a charge of \$1 per-square-foot-per-layer will be added to the total price of work. Mitigation of ponding water is not included in this proposal. Ponding water on a roof is a result of insufficient slope in the structural roof deck and not caused by improper flat roof membrane installation. If you have reason to suspect ponding water on your roof and wish to have it mitigated, we can provide a separate quote for such work. Please be advised that replacing a roof is a major construction, and despite our best efforts to maintain a clean work environment, some dust and debris may occur in the interior space.

- ROOF TRIMS AND METALS: Supply and install new, custom, roof metals, edge flashings, and drain outlets. Also supply and install new penetration flashings with compatible elements .

- FLAT ROOF: Supply and install new, two-stage, heat applied, modified bitumen roofing system. Installation to comply with manufacturer's specifications and warranty requirements.

### Optional Work

Initial here to install Sure Secure Premier hybrid roof system with custom stainless steel roof metals and Elastomeric Silicone 20-year warranty weathering layer.  
Additional \$8,475.00

### No additional work is described below this line.

**\$24,880 + \$8,475 = \$33,355**

### Warranties

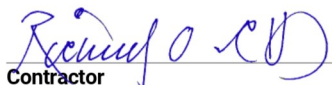
- 5 year workmanship warranty
- 12 year manufacturer warranty for Premium modified bitumen flat roof membrane system

Deposit	\$1,000.00
Upon Commencement	\$11,940.00
Upon Completion	\$11,940.00

**TOTAL PRICE \$24,880.00**

Now, therefore, the Owner hereby accepts the above proposal, and the Contractor agrees to perform the work comprehended thereunder, and by and between them as part and parcel of this Agreement the terms and conditions set forth in original writing as above are understood and agreed upon. ATTORNEY'S FEES: In the event that it is necessary for either party to retain an attorney or to bring suit to enforce this Agreement, the prevailing party shall be entitled to all attorney's fees and court costs reasonably required to enforce the agreement. NOTICE TO THE BUYER: Do not sign this Agreement before you read it or if it contains any blank space(s). You are entitled to a completely filled-in copy of this Agreement. The Owner acknowledges that he/she has read and received a legible copy of this Agreement signed by the Contractor, including all terms and conditions on the back, before any work was done, and that he has read and received a legible copy of every other document that the Owner has signed before the contract negotiation.

No verbal statement is binding upon the company unless written into the contract and approved by duly authorized officers.

  
Contractor

Richard O. Choy  
License No. 591676

April 28, 2022  
Date

Owner  
Julie Chin

Date

## Terms and Conditions

**Limitation of Liability.** In recognition of the relative risks and benefits of the Work to both the Owner and Contractor, the risks have been allocated such that the parties have negotiated, to the fullest extent permitted by law, to limit the liability of Contractor for any and all claims, losses, costs, damages of any nature whatsoever whether arising from breach of contract, negligence, or other common law or statutory theory of recovery, or claims expenses from any cause or causes, including attorney's fees and costs and expert witness fees and costs, so that the total aggregate liability of Contractor shall not exceed the lesser of: (i) the cost to repair and/or replace any damage; or (ii) Contractor's total fee for services rendered on the Work. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law, including but not limited to negligence, breach of contract, or any other claim whether in tort, contract or equity. The parties also agree that the Owner will not seek damages in excess of the contractually agreed-upon limitations directly or indirectly through suits against other parties who may join Contractor as a third-party defendant. Limitations on liability, waivers and indemnities in the Contract are business understandings between the parties and shall apply to all legal theories of recovery or any cause of action, provided that these limitations on liability will not apply to any losses or damages that may be found by a trier of fact to have been caused by the Contractor's gross negligence or willful misconduct.

**Owner's Property.** Owner agrees to remove or to protect all personal property and fixtures inside and out (including without limit, carpets, rugs, drapes, shrubs, plantings, Victorian, Elizabethan, Edwardian or other decorative molding/features, and personal property). Contractor shall not be held responsible for damage to or loss of said items. Owner is advised of the possibility of significant amounts of dust and debris being created during the performance of the Work and agrees that Contractor shall not, under any circumstances, be liable for any damage or soiling of said properties that occurs because of the presence of such dust and debris.

**Internet, Cable, HVAC, and Other Rooftop Equipment.** Contractor shall use reasonable care in performing the Work, but expressly denies responsibility for the damage and/or disconnection of TV/cable/internet antennae, cables, guy wires, and HVAC equipment. Owner shall be responsible for and agrees to move, raise, or lift all objects (including, but not limited to, conduits, signs, skylights, air conditioners, etc.) which must be raised, moved, or lifted in order to properly apply the roof. If the Owner fails to raise, move, or lift such objects, Contractor shall raise, move, or lift such objects but shall assume no responsibility for, and shall not be liable for, the operation of or damage to any such objects.

**Termites, Dry Rot, and Structural Defects.** Contractor shall not be obligated to perform any work to correct damage caused by termites, dry rot, or structural defects, or conditions such as standing water in the property unless expressly included in the written specifications herein. Any such work shall be an extra charge.

**Force Majeure.** In no event shall the Contractor be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation: inclement weather, fires, earthquakes, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services. The Contractor shall use reasonable efforts which are consistent with accepted practices in the construction industry to resume performance of the Work as soon as practicable under such circumstances.

**Limited Warranty.** This limited warranty ("Warranty") is made in lieu of and excludes all other warranties, express or implied, and all other obligations on the part of Contractor to Owner. Subject to the limitations set forth herein, Contractor warrants that it will complete all Work in a workmanlike manner according to standard practices of the industry for a period of 5 years from the date of substantial completion of Work, or else Contractor will provide labor and materials to put any condition subject to the Scope of Work in a workmanlike manner according to the terms of the Contract. This Warranty shall cover only workmanship, and shall not extend to damage of the roofing caused by fire, wind, lightning, hail, earthquakes, or distortion, warping, settlement defects in the roof deck upon which the roof is applied or rests, or injury caused to said roof other forces or parties by actions which are beyond the control of the Contractor. It is further understood that this Warranty shall not cover leaks through skylights, air conditioning or fan units, vents, chimneys, gutters, carpentry work, or other sheet metal installations, unless said materials or units have been installed or applied by Contractor. This Warranty applies only to the original Owner who contracts with Contractor.

THIS WARRANTY DOES NOT COVER AND CONTRACTOR SPECIFICALLY DISCLAIMS LIABILITY FOR, AND OWNER HOLDS CONTRACTOR HARMLESS FROM: (i) work performed by other contractors; (ii) Owner neglect; (iii) damage to real or personal property that has been requested to be removed before the Project Commencement Date; (iv) any injury or damage caused by mold to property or person; (v) failure or delay in performance or damage caused by acts of God (flood, fire, storm, gas exposure, etc.), acts of civil or military authority, or any cause outside of Contractor's control; and/or (vi) abuse, modifications not caused by Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage.

Contractor makes NO WARRANTY OF EXPRESS OR IMPLIED MERCHANTABILITY OF FITNESS FOR A PARTICULAR PURPOSE.

During the term of the Warranty, Owner agrees to give notice promptly upon discovery of any defect or damage.

This Warranty is null and void if Owner does not tender the full Contract Price.

Notwithstanding that Contractor makes no Warranty with respect to materials or supplies used to perform the Work, any warranty issued by a manufacturer or seller of materials or supplies used to perform the Work are binding only between the Owner and the manufacturer/seller.

Nothing contained herein in this Limited Warranty Section shall be construed to establish a period of limitation with respect to other obligations that the Contractor might have under the Contract. Establishment of the time period of 5 years as described herein relate only to the specific obligation of Contractor to correct Work under certain circumstances, and has no relationship to the time within which the obligation to comply with the Contract may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work under certain circumstances.

**Disclaimer.** Owner agrees and acknowledges that after Contractor and its employees and subcontractors have left the Project site, Contractor has no control over what happens to any waterproof membrane installed in performing the Work. There are many causes of failure to membranes, such as nails being walked into the surface, tools being dropped, following trades (such as masons or tilers) damaging a membrane during their work, etc. The membrane should not be used as a walking surface.

Owner agrees and acknowledges that Contractor is not liable for damage caused by other people or trades, and that Contractor is not responsible for any leak caused by such actions after it leaves the Project site. Contractor strongly recommends that Owner cover any membrane it installs with ½" fiberboard or other soft sheet material if Owner expects anyone to be walking or working on the roof.

Contractor will repair any damage that occurs before the final top finished is applied on a time and materials basis.

**Plans, specifications, and permits.** Owner shall pay for: (i) all required building permits, engineering and inspection fees; and (ii) any assessment and/or charge required by a public agency or utility, including without limit, for financing or repaying the cost of sewers, storm drains, water service, and other utilities, including sewer and storm drain reimbursement charges, revolving fund charges, hook-up charges, and the like.

**Owner's Insurance.** Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in California, property insurance on an "all-risk" or equivalent policy form, including builder's risk, in the amount of the initial Contract Price, plus the value of subsequent modifications and cost of materials supplied and installed by others, comprising total value for all Work at the Project site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained until the Contract price is paid in full, or until no person or entity other than the Owner has an insurable interest in the property required by this Section to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, and sub-subcontractors in the Work. The Owner shall file a copy of each policy with Contractor before an exposure to loss may occur. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Contractor.

**Right to stop work.** Contractor shall have the right to stop Work if any payment shall not be made to Contractor when due; Contractor may keep the Work idle until payments due are received in full.

**Notice.** Any notice required or permitted under the Contract may be given personally or by first class U.S. mail at the address contained in the Contract; but such address may be changed by written notice given by one party to the other from time to time. A notice is deemed delivered upon personal delivery or, if deposited in the mail, postage prepaid, three days after mailing.

**Owner's Representative.** Owner may designate a representative who shall be fully acquainted with the Work, and has authority to approve changes in the scope of the Work, render decisions promptly, and furnish information expeditiously and in time to meet the substantial completion date set forth in the Contract.

**Control of the Work.** For the proper execution of the Work, Contractor must have sole control over the Work and coordination of subcontractors and employees. Any independent direction or interference from the Owner may lead to increased costs and delays in the Work. Such direction or interference will result in the Contractor being entitled to an extra charge and change order. Owner shall have no contractual obligation to Contractor's subcontractors and/or employees and shall communicate with such subcontractors and employees only through Contractor. Owner shall not request any changes in the Work directly from any of Contractor's subcontractors, employees and/or suppliers.

**Termination of Contract by Owner for Cause.** If Contractor fails to achieve satisfactory progress or fails to supply a satisfactory number of skilled workers and adequate equipment and materials for the execution of the Work for a period of twenty (20) days, Owner may give a written notice requiring Contractor to provide sufficient personnel, equipment, and material for the progress of the Work within five (5) business days after delivery of the notice. If Contractor fails to comply, Owner shall have the right to terminate the Contract by delivering written notice to Contractor, and employ other contractors to finish the Work.

**Termination of Contract by Owner for Convenience.** If the Owner terminates the Contract for Owner's convenience, Owner shall reimburse Contractor for any unpaid cost of the Work due Contractor under the Contract. Owner shall also pay Contractor for any loss sustained upon any materials, equipment, tools, construction equipment and machinery, including reasonable profit and overhead and damages. In case of such termination of the contract, Owner shall further assume and become liable for any and all obligations, commitments and unsettled claims that the Contractor has previously undertaken or incurred in good faith in connection with said Work.

**Termination of Contract By Contractor.** If the Work is stopped for a period of thirty (30) days under an order of any court or other public authority having jurisdiction, or as a result of any act of government, such as a declaration of a national emergency making materials unavailable, through no act or fault of the Contractor or a subcontractor or their agents or employees or any other persons performing any of the Work under a contract with the Contractor, or if the Work should be stopped for a period of thirty (30) days by the Contractor because the owner has not made timely payments to Contractor as provided herein, or because of Owner's failure to perform or have performed any portion of the Work which Owner was obligated to perform, or for any other reason beyond the reasonable control of Contractor, then Contractor may terminate the Contract and recover from Owner payment for all Work executed and for any loss sustained upon any materials, equipment, tools, construction equipment and machinery, including reasonable profit and overhead and damages.

**Proof of Owner's Ability to Pay.** Owner shall, upon request from Contractor, furnish reasonable evidence satisfactory to the Contractor, prior to commencing Work and at such future times as may be required, that sufficient funds are available and committed for the entire cost of the project. Unless such reasonable evidence is furnished, Contractor is not required to commence or continue any Work, or may, if such evidence is not presented within a reasonable time, stop Work upon ten (10) days' notice to Owner. The failure of Contractor to insist upon the providing of this evidence at any one time shall not be a waiver of Owner's obligation to make payments pursuant to the Contract nor shall it be a waiver of Contractor's right to request or insist that such evidence be provided at a later date.

**Restoration of Work.** If the Work is destroyed or damaged by an accident, disaster or calamity, such as fire, storm, flood, landslide, subsidence, or earthquake, or by theft or vandalism, any Work done by Contractor in rebuilding or restoring the Work shall be paid for by Owner as extra work in addition to the original Contract Price.

**Contractor Not to be Relied Upon as Architect, Engineer, or Designer.** Contractor is not an architect, engineer or designer. The parties agree and acknowledge that Contractor is not being hired to perform any of these services. To the extent that Contractor makes any suggestions in these areas, Owner acknowledges and agrees that Contractor's suggestions are merely options that Owner may want to review with the appropriate design professional for consideration. Contractor's suggestions are not a substitute for professional engineering, architectural or design services, and are not to be relied upon as such by Owner. Contractor is not responsible for ascertaining whether details in Owner's plans conform to all applicable building and planning codes. Contractor is not responsible for the cost of correcting errors and omissions by Owner's design professionals and separate contractors.

**Asbestos, Lead, & Hazardous Waste.** The parties acknowledge that the disturbance, removal or transportation of asbestos, lead, or other hazardous substances requires special procedures, precautions and/or licenses. Therefore, unless the Contract specifically calls for same, if Contractor encounters such substances, Contractor shall immediately stop work and notify Owner to allow Owner to obtain a duly qualified asbestos, lead, and/or hazardous material contractor to perform the work. Contractor is not responsible for any damages of any kind, including but not limited to any personal injury, sickness, death, or property damage, or any consequential damages resulting either directly or indirectly from the presence of water and/or mold or other harmful substances in Owner's home or property.

**Applicable Law.** The Contract shall be construed and enforced in accordance with the laws of the State of California.

**Limitations.** No action arising from or related to the Contract, or the performance thereof, shall be commenced by either party against the other, more than two years after the substantial completion or cessation of Work under the Contract.

**Bankruptcy.** If either party becomes bankrupt or makes an assignment for the benefit of creditors, the other party has the right to cancel the Contract upon delivery of written notice to the other party.

**Attorney's Fees.** In the event that there is any controversy or claim arising out of or relating to the Contract, or to the interpretation, breach or enforcement thereof, and any action or proceeding is commenced to enforce the provisions of the Contract, the prevailing party shall be entitled to reasonable attorney's fees, costs and expenses.

**Severability.** The invalidity or unenforceability of any portion or provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision thereof. Any invalid or unenforceable portion or provision shall be severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be invalid or unenforceable.

**Entirety of Agreement.** This Contract, including any Exhibits hereto (which are incorporated by reference as if fully set forth in the Contract) constitute the entire agreement between the parties relating to the Work set forth therein. All prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written, and whether by a party or such party's legal counsel, are integrated into the Contract. There are no representations, warranties, agreements, arrangements, undertakings, oral or written, between or among the parties hereto relating to the subject matter of the Contract that are not fully expressed herein. No modification, waiver, amendment, discharge, or change of the Contract shall be valid unless it is in writing and is signed by the party against whom enforcement of such modification, waiver, amendment, discharge, or change is or may be sought. The Contract may be executed in multiple counterparts, such that when the executed signature pages are taken together, they shall constitute the one and entire Contract. True photocopies of signatures and electronic signatures shall be deemed as effective as original signatures.

## Notice to Owner

In accordance with of the *California Business and Professions Code §8513*, before a licensed contractor can enter into a contract with you for a work of improvement on your property, he must give you a copy of this notice.

Under the California Mechanics' Lien Law, any contractor, subcontractor, laborer, supplier, or other person or entity who helps to improve your property, but is not paid for its work or supplies, has a right to place a lien on your home, land, or property where the work was performed and to sue you in court to obtain payment. This means that after a court hearing, your home, land, and property could be sold by a court officer and the proceeds of the sale used to satisfy what you owe. This can happen even if you have paid your contractor in full if the contractor's subcontractors, laborers, or suppliers remain unpaid.

To preserve their rights to file a claim or lien against your property, certain claimants such as subcontractors or material suppliers are each required to provide you with a document called a "Preliminary Notice." Contractors and laborers who contract with owners directly do not have to provide such notice since you are aware of their existence as a customer. A preliminary notice is not a lien against your property. Its purpose is to notify you of persons or entities that may have a right to file a lien against your property if they are not paid. In order to perfect their lien rights, a contractor, subcontractor, supplier, or laborer must file a mechanics' lien with the county recorder which then becomes a recorded lien against your property. Generally, the maximum time allowed for filing a mechanics' lien against your property is 90 days after substantial completion of your project.

To ensure extra protection for yourself and your property, you may wish to take one or more of the following steps:

- Require that your contractor supply you with a payment and performance bond (not a license bond), which provides that the bonding company will either complete the project or pay damages up to the amount of the bond. This payment and performance bond as well as a copy of the construction contract should be filed with the county recorder for your further protection. The payment and performance bond will usually cost from 1 to 5 percent of the contract amount depending on the contractor's bonding ability. If a contractor cannot obtain such bonding, it may indicate its financial incapacity.
- Require that payments be made directly to subcontractors and material suppliers through a joint control. Funding services may be available, for a fee, in your area which will establish voucher or other means of payment to your contractor. These services may also provide you with lien waivers and other forms of protection. Any joint control agreement should include the addendum approved by the registrar.
- Issue joint checks for payment, made out to both your Contractor and subcontractors or material suppliers involved in the project. The joint checks should be made payable to the persons or entities which send preliminary notices to you. Those persons or entities have indicated that they may have lien rights on your property; therefore, you need to protect yourself. This will help to ensure that all persons due payment are actually paid.
- Upon making payment on any completed phase of the project, and before making any further payments, require your contractor to provide you with unconditional "Waiver and Release" forms signed by each material supplier, subcontractor, and laborer involved in that portion of the work for which payment was made. The statutory lien releases are set forth in exact language in *California Civil Code §8134*. Most stationery stores will sell the "Waiver and Release" forms if your contractor does not have them. The material suppliers, subcontractors, and laborers that you obtain releases from are those persons or entities who have filed preliminary notices with you. If you are not certain of the material suppliers, subcontractors, and laborers working on your project, you may obtain a list from your contractor. On projects involving improvements to a single-family residence or a duplex owned by individuals, the persons signing these releases lose the right to file a mechanics' lien claim against your property. In other types of construction, this protection may still be important, but may not be as complete.
- To protect yourself under this option, you must be certain that all material suppliers, subcontractors, and laborers have signed the "Waiver and Release" form. If a mechanics' lien has been filed against your property, it can only be voluntarily released by a recorded "Release of Mechanics' Lien" signed by the person or entity that filed the mechanics' lien against your property unless the lawsuit to enforce the lien was not timely filed. You should not make any final payments until any and all such liens are removed. You should consult an attorney if a lien is filed against your property.

Any questions concerning a contractor may be referred to:

Registrar of the Board  
Contractors' State License Board  
P.O. Box 26000  
Sacramento, CA 95827

# GILBERTO ARELLANO WINDOWS

## QUOTE

Cell: (415) 573-7355

Fax: (415) 285-2315

[gilbertowindows@yahoo.com](mailto:gilbertowindows@yahoo.com)

[gilbertowindows.com](http://gilbertowindows.com)

1113 Connecticut St #2, San Francisco, CA  
94107



**Name:** Julie Chin

**Address:** 942 Fell St

**City:** San Francisco

**Postal:** 94117

**Quote #:** 22-068

**Quote Date:** April 30, 2022

**Project #:**

Description	Quantity	Unit Price	Cost
32x67 Double Hung Window	1	\$ 1,590	\$ 1,590
41x66 Double Hung Window	1	\$ 1,740	\$ 1,740
23x38 Casement Window	1	\$ 960	\$ 960
Wood: Douglas Fir			
Glass: Dual Pane			
Installation Included			
Disposal and removal of old windows			
Coat of Primer, Interior and Exterior			
		Subtotal:	\$ 4,290
		Sales Tax:	\$ 142.05
		<b>Total:</b>	<b>\$ 4,432.05</b>

# WOOD DESTROYING PESTS AND ORGANISMS INSPECTION REPORT

#: 20141212

BUILDING NO. 942-944	STREET FELL ST	CITY SAN FRANCISCO	ZIP 94117	Date of Inspection 08/07/2014	NUMBER OF PAGES 1 of 8
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## COOK AND ASSOCIATES

P. O. BOX 622

Belmont, CA 94002

SF: (415) 468-1212 Peninsula: (650) 622-9747

PR 3219

# Cook & Associates

Ordered by: DANIEL RAFFA KELLER WILLIAMS BENCHMARK  PH.# 415-305-3453 FAX: 415-366-8272	Property Owner and/or Party of Interest	Report sent to:
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COMPLETE REPORT <input checked="" type="checkbox"/>	LIMITED REPORT <input type="checkbox"/>	SUPPLEMENTAL REPORT <input type="checkbox"/>	REINSPECTION REPORT <input type="checkbox"/>
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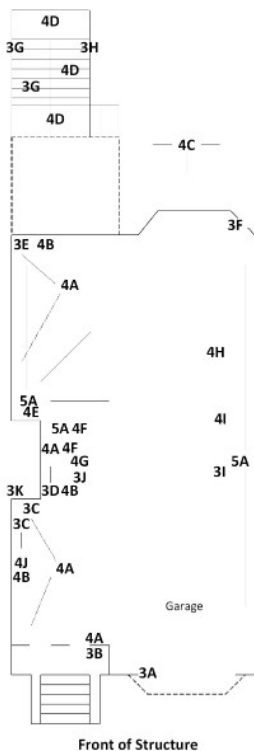
GENERAL DESCRIPTION: Multi-family residence.	Inspection Tag Posted: Garage.
	Other Tags Posted:

An inspection has been made of the structure(s) on the diagram in accordance with the the Structural Pest Control Act. Detached porches, detached steps, detached decks and any other structures not on the diagram were not inspected.

Subterranean Termites ☐ Drywood Termites ☐ Fungus/Dryrot ☒ Other Findings ☒ Further Inspection ☒

If any of the above boxes are checked, it indicates that there were visible problems in accessible areas. Read the report for details on checked items

Key: 1 = Subterranean Termites 2 = Drywood Termites 3 = Fungus/Dryrot 4 = Other Findings 5 = Further Inspection



Inspected By WILLIAM R. BOYNTON License No. FR 44491 Signature William Boynton

You are entitled to obtain copies of all reports and completion notices on this property report to the Structural Pest Control Board during the proceeding two years. To obtain copies contact: Structural Pest Control Board, 2005 Evergreen Street, Suite 1500, Sacramento, California 95815-3831.

NOTE: Questions or problems concerning the above report should be directed to the manager of the company. Unresolved questions or problems with services performed may be directed to the Structural Pest Control Board at (916) 561-8708, (800) 737-8188 or [www.pestboard.ca.gov](http://www.pestboard.ca.gov). (form t1a - 3/15/08)

43M-41 (Rev. 10/01)

# Work Authorization

# COOK AND ASSOCIATES

BUILDING NO.	STREET	CITY	ZIP	COUNTY CODE	DATE OF INSPECTION
942-944	FELL ST	SAN FRANCISCO	94117	38	08/07/2014

## Section 1

3A	=	155.00	P
3B	=	175.00	P
3C	=	1450.00	P
3D	=	1500.00	P
3E	=	800.00	P
3F	=	260.00	P
3G	=	2100.00	P
3H	=	450.00	P
3I	=	Appropriate trades	
3J	=	2900.00	P
3K	=	375.00	P
4A	=	510.00	P

## Section 1 Totals

Total using primary recs    \$            10675.00

(w6b 9-25-08)

Cost of all Primary Recommendations \$

10675.00

**NOTE: Damage found in Inaccessible Areas may require a Supplemental report and/or Work Authorization, or may require amendments to this Work Authorization.**

1. If further inspection is recommended, if additional work is required by any government agency, or if additional damage is discovered while performing the repairs, this company reserves the right to increase prices.
2. In the event that legal action is necessary to enforce the terms of this contract, reasonable attorney's fees may be awarded to the prevailing party.
3. This company will use due caution and diligence in their operations but assume no responsibility for matching existing colors and styles, or for incidental damage to roof coverings, T.V. antennae, solar panels, rain gutters, plant life, or paint.
4. This report is limited to the accessible areas shown on the diagram. Please refer to the report for the areas not inspected.
5. If this contract is to be paid out of escrow impound the buyers and sellers agree to provide this company with all escrow billing information required to collect the amount due. The persons signing this contract are responsible for payment, and if the escrow does not close within 30 days after the date of completion of the work agree to pay in full the amount specified in this work authorization agreement.
6. If this agreement includes a charge for opening an area for further inspection, it is for opening the area only and does not include making additional repairs, if needed, nor does it include replacing removed or damaged floor coverings, wall coverings, or painted exposed surfaces unless specifically stated.

## NOTICE TO OWNER

Under the California Mechanics Lien Law any structural pest control company which contracts to do work for you, any contractor, subcontractor, laborer, supplier or other person who helps to improve your property, but is not paid for his or her work or supplies, has a right to enforce a claim against your property. This means that after a court hearing, your property could be sold by a court officer and the proceeds of the sale used to satisfy the indebtedness. This can happen even if you have paid your structural pest control company in full if the subcontractor, laborers or suppliers remain unpaid.

To preserve their right to file a claim or lien against your property, certain claimants such as subcontractors or material suppliers are required to provide you with a document entitled "Preliminary Notice". Prime contractors and laborers for wages do not have to provide this notice. A Preliminary Notice is not a lien against your property. Its purpose is to notify you of persons who may have a right to file a lien against your property if they are not paid.

Authorized to perform items: \_\_\_\_\_ Cost of work authorized: \$ \_\_\_\_\_

OWNER or OWNER's AGENT:

DATE:

COOK AND ASSOCIATES

X \_\_\_\_\_

ESCROW: \_\_\_\_\_



State Lic.# 764176

**Garage Master, Inc. dba**1024 IRVING STREET  
SAN FRANCISCO, CA 94122

Tel: (415) 759-8094 • Fax: (415) 759-5305

☒ [www.garagemasterinc.com](http://www.garagemasterinc.com)**CITY OVERHEAD**  
*Doors*5976 MISSION STREET  
SAN FRANCISCO, CA 94112

Tel: (650) 756-4226 • Fax: (650) 756-6542

☐ [www.cityoverheaddoors.com](http://www.cityoverheaddoors.com)

124511

Purchaser

Date

9/25/2022

Name

JULIE CHIN

Address

942 POW ST

Appt. #

City

State

Zip

Phone No. Home

(650) 996-8033

Work ( )

Technician

TAD

**GM SERVICE**

DOOR ESTIMATE

CHINRENTS@GMAIL.COM

**GM SPECIFICATIONS**

NOTES:

10 x 8

Width

10

Height

8

Headroom

24

F-C

10

LSR

1.5

RSR

1.5

10' Clear

YES

TRACK

12

**GM SECTIONAL DOOR**

Model

M35

2,550

Glass

Rails

PS

Panels

PLY WOOD

Color

Prime

YES

450

Other

DISPOSAL PSB

150

**GM FRAMING**

Stops

False Header

Rip Jamb

Chip Foundation

Build Up

Permit

Other

**GM OPENER**

Model

LM 87504

1,250

Wiring

8 PT ROLL / 2 PLANS

Other

KIPING / SURGE

UNKNOWN TRACK SET

**GM OPTIONS**

Vents

LOWEN

250

Lock w/Key

INSID

50

Mail Slot

NO

Weather-strip

YES

50

Other

NYLON ROLLERS

125

**GM PARTS**

VAULT RELEASE LOCK

60

TOTAL

\$

4,935.00

DEPOSIT

\$

BALANCE

\$

Garage Master Inc. dba City Overhead Doors is not responsible for any gap on bottom due to uneven or unlevel floor. Garage Master Inc. dba City Overhead Doors is not liable for any warranty on rehanging or owner provide openers. THIS QUOTES VALID FOR 30 DAYS ONLY.

SIGNATURE

HOMEOWNER / OCCUPANT / AGENT.

ACCEPTANCE OF THIS PROPOSAL SHALL CONSTITUTE A CONTRACT.

PAYABLE IN 10 DAYS UNLESS OTHER ARRANGEMENTS ARE MADE.

PAST DUE BALANCE WILL BE CHARGED 1.5% PER MONTH (18% PER ANNUM.)

WHITE - ACCOUNTING

YELLOW - WORK ORDER

PINK - CUSTOMER

## GENERAL CONDITIONS

1. The Buyer(s) agrees to pay the total of this contract upon installation. If payment is not made within 10 days from the date of installation, commencing with the 11<sup>th</sup> day, interest shall be charged on the unpaid balance at the rate of 1½% per month (18% annual rate). The buyer(s) hereby authorize(s), irrevocably, any attorney of any Court of Record to appear for buyer(s) in such Court at any time hereafter either in term time or vacation, and to confess judgment without process against the buyer(s) and in favor of the seller its successors or assigns for the unpaid principal balance and accrued interest, together with costs and attorney's fees in a sum equal to 20% of the sum due seller or \$100.00 whichever is greater, and to waive and release all errors which may intervene in any such proceedings, and consent to immediate execution upon such judgment, hereby ratifying and confirming all that said attorney may do by virtue hereof.
2. Seller shall carry workman's compensation and public liability insurance to cover the work. Notwithstanding the terms of any contract, memorandum or other writing which buyer shall request seller to sign as a condition of acceptance of seller's proposal, seller shall not be liable to indemnity or to hold harmless or to protect in any way buyer or any other party involved in the work, whether any employee of seller or buyer or any third party except to the extent of the workman's compensation and public liability insurance maintained by seller.
3. In the event that the cost of labor, materials or taxes is increased subsequent to the date of the proposal upon which buyer(s) acceptance is based and/or subsequent to the date of buyer's order, the price shall be increased to the extent thereof.
4. Notwithstanding the terms of any contract, agreement, memorandum or other writing which buyer(s) shall request seller to sign, buyer(s) shall not withhold any part of the contract amount, including any extra work, for which payment is due under the terms of this agreement as retention, and the total contract price including the charges for any extras shall be payable to seller within 10 days of seller's invoice as provided herein.
5. Seller shall be allowed uninterrupted and exclusive access to openings during installation of equipment.
6. The price stated on this proposal is for acceptance within 30 days of date thereof and the terms of payment are subject to the approval of continued credit status. The right is reserved to correct quantities or prices on any order of proposal due to typographical or mathematical errors or if the work cannot be performed by seller using its standard equipment and installation practices.
7. The price quoted for the material included in the work contained in this proposal includes any sales or excise tax levied or charged by any governmental agency.
8. The giving and accepting of drafts, notes or trade acceptances to evidence the payment(s) due shall not constitute or be construed as payment until said drafts, notes or trade acceptances are paid in full in cash. The acceptance by seller of drafts, notes or trade acceptances shall not be deemed to be a waiver of any of its rights to a mechanics lien upon the premises on which the work is performed. Buyer(s) hereby expressly waives any and all rights of homestead exemption against the unpaid claim of seller which buyer(s) may have in the premises on which work is to be performed by seller.
9. In the event the buyer(s) shall terminate the contract prior to completion of the work herein specified, buyer(s) shall pay seller for all labor and material furnished to date of termination, including fabricated material whether delivered or undelivered to site as long as fabrication has been commenced or completed, such payment to be prorated in accordance with the progress of the work at the price herein set forth in addition thereto a sum equal to 25% of the total contract price as liquidated damages and not as a penalty.
10. Buyer(s) shall obtain all necessary permits for the work and shall keep the premises upon which seller's work is to be installed adequately insured in a sum of money to insure the premises against all loss to the seller by reason of damage to its work by vandalism, fire, water, windstorm or any other occurrence during the term of the contract in performing the terms of this contract, the seller acts as principal and is not the agent or representative of any person, firm, corporation or group.
11. By executing and returning this proposal to seller or returning to seller a substitute proposal, buyer shall be deemed to have assented to the terms and conditions set forth herein, anything to the contrary contained in a substitute proposal of buyer or additions or deletions to this proposal which buyer may make notwithstanding.
12. Installation dates are estimates only and seller cannot guarantee commencement of work or completion thereof on any given date. Completion dates cannot be given until seller has been furnished with complete approved drawings and any additional information it may request. Seller shall not be liable for total or partial failure or delay in performance regardless of cause.
13. In the event seller places this account in the hands of an attorney for collection and suit to confess judgment is not commenced, buyer(s) shall pay all attorneys' fees incurred by seller whether or not a lawsuit for collection is instituted and all other costs of litigation.

## ERECTION CONDITIONS

1. If a door is installed before the finished floor is completed an additional charge shall apply in the amount of 6% of the gross contract but not less than \$25.00 minimum charge.
2. If a door is installed without a finished floor, the seller assumes no responsibility for fitting the door to the floor.
3. Seller assumes no responsibilities for failure of his installation due to structural deficiencies in an existing building.
4. Buyer(s) shall provide electrical current required for power tools and lights for the installation.
5. Buyer(s) shall provide headroom, backroom, sideroom and mounting pads in accordance with requirements of seller. Height and width or opening may not vary more than one-inch. Lintels must be flush with jambs. Jambs must be plumb and opening square. All anchor bolts must be flush with inside face of jamb. No masonry may protrude past inside face of jamb.
6. If special work is required to meet conditions other than those specifically described in the contract an additional charge shall be made.

## GUARANTEES AND WARRANTIES

1. Radio Controls: Electronic controls are guaranteed by the manufacturer and its guarantee supplied with the apparatus shall apply (batteries excluded).
2. Parts Warranty: Parts are guaranteed for a period of one year from date of installation and will be replaced for a service charge only. Note Part 7 below.
3. Service Charges: A minimum service charge shall be assessed. All service guaranteed for 90 days during normal business hours.
4. Replacement Parts Under Warranty: Parts and labor are guaranteed to the remaining period of the original warranty and will be replaced for a service charge only.
5. NO GUARANTEE OR WARRANTIES WILL BE HONORED IF THE ACCOUNT HAS NOT BEEN PAID TOGETHER WITH APPLICABLE SERVICE CHARGES.
6. NO WARRANTIES ARE MADE OR WILL BE DEEMED TO HAVE BEEN MADE BY EITHER THE SELLER OR MANUFACTURER OF THE DOORS, PARTS OR ACCESSORIES SOLD TO BUYER UNDER THE TERMS OF THIS CONTRACT EXCEPT THE FOLLOWING LIMITED WARRANTY: CLAIMS FOR APPARENT DEFECTS MUST BE MADE IN WRITING TO SELLER AT ITS PLACE OF BUSINESS INDICATED ON THIS CONTRACT WITHIN TEN (10) DAYS AFTER INSTALLATION. NO MATERIALS MAY BE RETURNED WITHOUT THE PRIOR WRITTEN CONSENT OF THE SELLER. NOTICE OF LATENT DEFECTS MUST BE GIVEN TO SELLER IN WRITING WITHIN TEN (10) DAYS OF THE DISCOVERY THEREOF IN THE SAME MANNER AS PROVIDED HEREIN FOR NOTICE TO SELLER OF APPARENT DEFECTS WITH RESPECT TO LATENT OR APPARENT DEFECTS. SELLER SHALL AT ITS OPTION REPAIR OR REPLACE ANY MATERIALS, WHICH WHEN INSTALLED MAY PROVE DEFECTIVE UNDER NORMAL AND PROPER OPERATION AND MAINTENANCE WITHIN THE TIME LIMITED SET FORTH ABOVE TO THE SATISFACTION OF THE SELLER. AFTER INSPECTION BY THE SELLER, SELLER SHALL NOT BE LIABLE FOR LOSSES, DAMAGES (CONSEQUENTIAL OR OTHERWISE), DELAYS, LABOR COSTS OR EXPENSES DIRECTLY OR INDIRECTLY ARISING FROM THE USE OF THE MATERIAL. THE SELLER'S LIABILITY BEING EXPRESSLY LIMITED TO THE REPLACEMENT OR REPAIR OF DEFECTIVE GOODS OR AN ALLOWANCE OF CREDIT THEREFORE. THE RESPONSIBILITY OF THE SELLER BEING LIMITED TO THE COST OF THE DEFECTIVE PART ONLY. THIS EXPRESS LIMITED WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES EXPRESSED OR IMPLIED INCLUDING, WITHOUT LIMITATION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE THIS LIMITED WARRANTY SHALL BE VOID (A) IF BUYER MODIFIES, REPAIRS OR IN ANY WAY ALTERS THE MATERIALS DELIVERED BY SELLER WITHOUT THE PRIOR WRITTEN CONSENT OF SELLER OR (B) IF NOTICE OF ANY CLAIM HAS NOT BEEN GIVEN TO SELLER IN WRITING WITHIN TEN (10) DAYS OF THE DISCOVERY OF THE DEFECT.
7. If materials furnished by seller are installed by others, seller is not responsible for installation, prior adjustment or operation thereof.
8. Wood sections will be guaranteed only if properly protected from moisture by primer coat and not less than two (2) coats of exterior grade paint on all edges, ends, and both sides of door applied within ten (10) days of installation.
9. In the event seller shall not be able to deliver all or any part of the material specified herein by reason of the discontinuance of the manufacturer thereof by the supplier named herein, then seller may substitute a product equal to the product specified herein, manufactured by another.



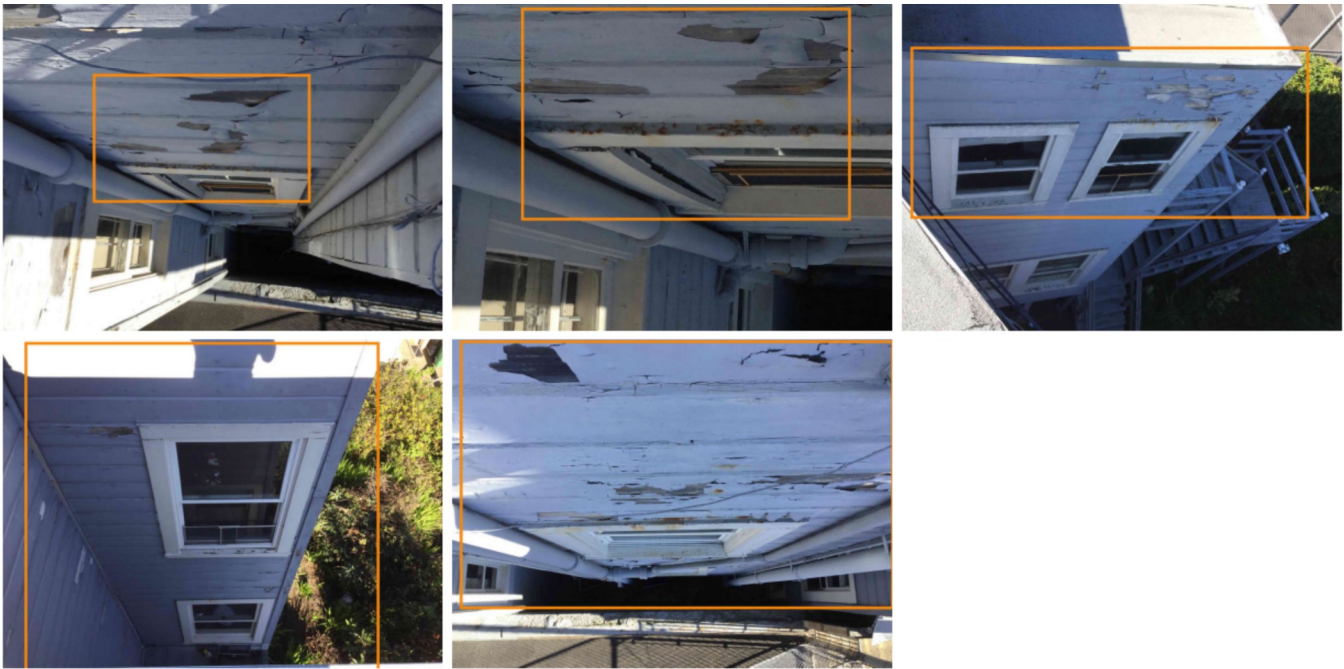
### 3.2.2 Siding, Flashing & Trim

#### **EVIDENCE OF WATER INTRUSION**

Signs of water intrusion at siding and trim are noted. This could lead to further siding deterioration and/or mold. Contact a licensed general contractor for further recommendation or service in connection to this inspection item.

#### Recommendation

Contact a qualified general contractor.



### 3.2.3 Siding, Flashing & Trim

#### **FLASHING/TRIM IMPROPERLY INSTALLED**

Improperly installed or missing flashing and trim pieces are noted. This could result in moisture intrusion and damaging leaks. Contact licensed general contractor or siding contractor for further recommendation or service in connection to this inspection item.

#### Recommendation

Contact a qualified general contractor.



### 3.2.4 Siding, Flashing & Trim

#### **GAPS IN SIDING**

Gaps, lifting, and missing pieces of siding at the exterior are noted. These could lead to moisture intrusion and damage to the structural systems. Contact licensed siding contractor or general contractor for further recommendation or service in connection to this inspection item.

#### Recommendation

Contact a qualified general contractor.



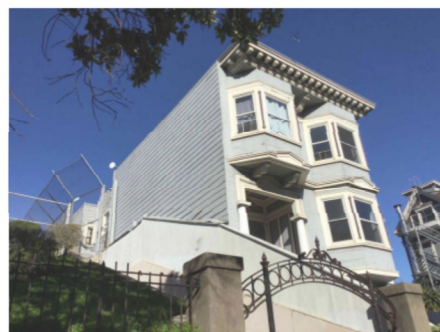
### 3.6.1 Eaves, Soffits & Fascia

#### **EAVES - MISSING PAINT - DAMAGED**

Missing paint and possible damaged sections of the eaves are noted. Further investigation is needed to determine extent of damage to wood or roof structure. Contact licensed roofing contractor for further recommendation or service in connection to this inspection item.

#### Recommendation

Contact a qualified roofing professional.



## Page 22 PICTURES PAGE

Report # :942~944 Fell St.

**Client:** Julie Chin

**Schedule Date :** Thursday, August 7, 2014

**Subject Property**

942~944 Fell St.

San Francisco, Ca. 94117

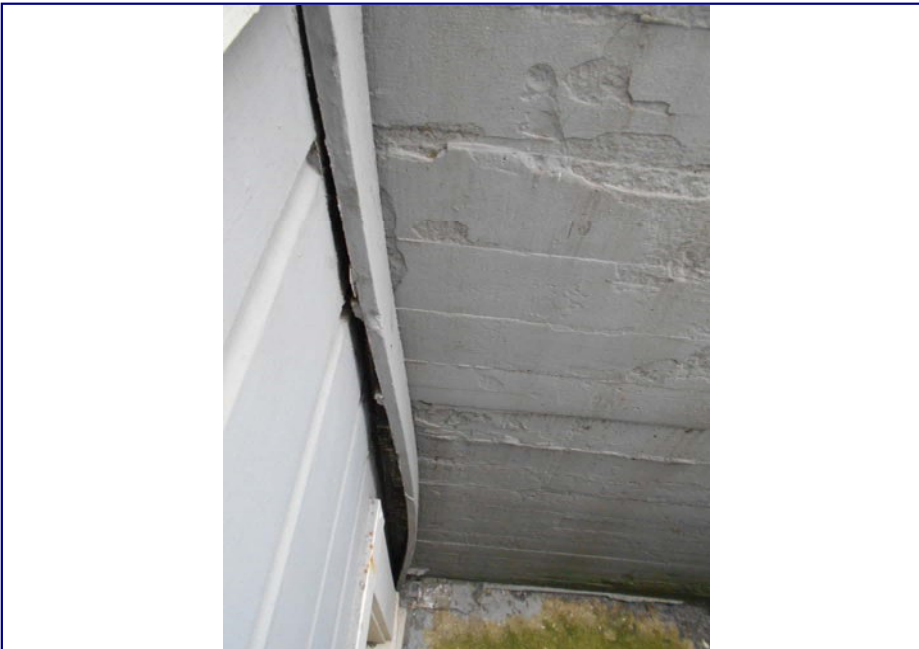
**Picture 3**



Refer to exterior #9 exterior walls:

Minor moisture damage was noted at the rear exterior walls at the time of the inspection. The paint/finish was deteriorated at the wood siding at the time of the inspection. (2)(3)

**Picture 4**



Refer to exterior #10 trim:

The exterior trim appeared to be in serviceable condition at the time of the inspection. The rear exterior wood trim had deteriorated paint/finish at the time of the inspection.\*

**Alonzo Inspections**

## Page 32 PICTURES PAGE

**Report #** : 942~944 Fell St.

**Client:** Julie Chin

**Schedule Date :** Thursday, August 7, 2014

**Subject Property**

942~944 Fell St.

San Francisco, Ca. 94117

**Picture 23**



Refer to interior #50 ceilings:  
The ceiling stains were dry at the  
time of the inspection. Unit  
#944~942.\*

**Picture 24**



Refer to interior #50 ceilings:  
The ceiling stains were dry at the  
time of the inspection. Unit  
#944~942.\*

**Alonzo Inspections**

## 4: INTERIOR

		IN	NI	NP	O
4.1	Walls	X			

IN = Inspected

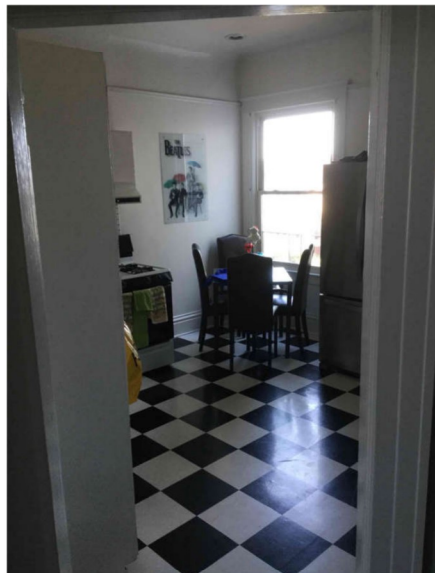
NI = Not Inspected

NP = Not Present

O = Observations

### Information

#### Overview



#### Walls: Wall Material

Plaster

### Observations

#### 4.1.1 Walls

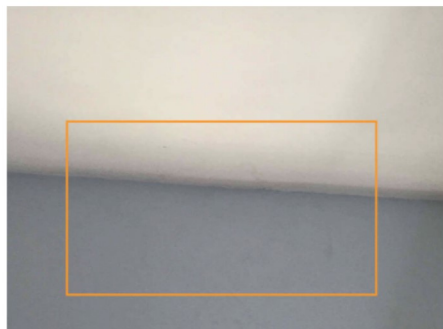
#### MOISTURE DAMAGE

**Scopes #2, 6, & 10- Repair Water Damage**

Stains on the walls are noted. These appear to be the result of moisture intrusion. The source of moisture may or may not have been corrected. Contact licensed general contractor for further recommendation or service in connection to this inspection item.

#### Recommendation

Contact a qualified general contractor.



## 4.1.2 Walls

**Scopes #2, 6, & 10 - Repair Water Damage****INTERIOR MOISTURE LEVELS**

Interior moisture levels at back porch extension were slightly elevated (35%). Exterior walls are in need of complete repair and paint throughout exterior which will most likely arrest this problem. Contact licensed painting contractor for recommendations and repair in connection with this inspection item.

Recommendation

Contact a qualified painter.



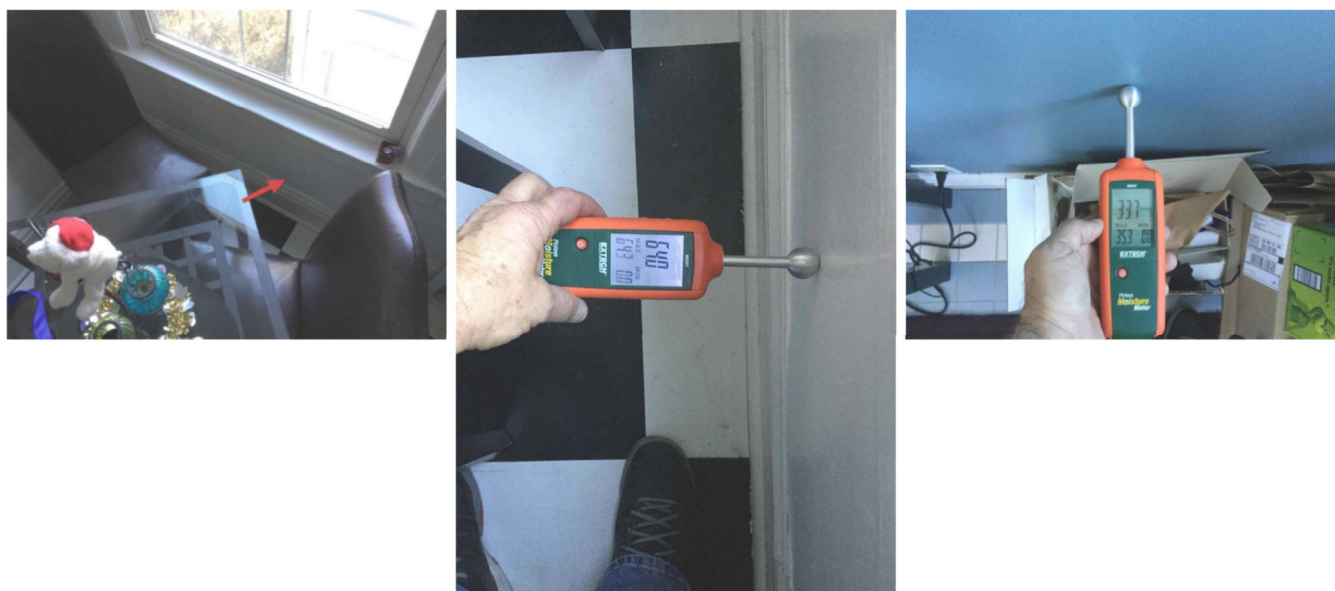
## 4.1.3 Walls

**VERY HIGH MOISTURE LEVELS**

Kitchen moisture levels below window at exterior skylight well reached over 70% (excessive). Moisture levels in most areas were between 8% - 19% (normal to elevated) in most areas except this window. Gaps at the exterior window trim and base of the window would suggest water penetration points. Excavation of these areas may be necessary to determine exact points of entry. Contact licensed general contractor for recommendations and repaired in connection with this inspection item.

Recommendation

Contact a qualified general contractor.





## Page 24 PICTURES PAGE

Report # : 942~944 Fell St.

**Client:** Julie Chin

**Schedule Date :** Thursday, August 7, 2014

**Subject Property**

942~944 Fell St.

San Francisco, Ca. 94117

**Picture 7**



Refer to foundation #18  
basement:

Moisture stains and damage was  
noted to the Westside sill plates  
and cripple wall stud near the light  
well.(2)(3)

**Picture 8**



Refer to foundation #18  
basement:

Moisture stains and damage was  
noted to the Westside sill plates  
and cripple wall stud near the light  
well.(2)(3)

**Alonzo Inspections**

## Page 33 PICTURES PAGE

Report # : 942~944 Fell St.

Client: Julie Chin

Schedule Date : Thursday, August 7, 2014

**Subject Property**

942~944 Fell St.

San Francisco, Ca. 94117

**Picture 25**



Refer to interior #48 windows:  
The dual pane window was  
separated from the windows jamb  
in kitchen. There was cracked  
glass at: rear wood double hung  
windows. (2)

**Client:** Julie Chin

**Schedule Date :** Thursday, August 7, 2014

**Subject Property**

942~944 Fell St.

San Francisco, Ca. 94117

**Picture 2**

**Restoration Scope #3 - Clean/Repair Stairs**



Refer to exterior #8 stairs:  
Cracks noted at the front entry  
concrete stairs.(2)(3)

**Alonzo Inspections**

**Exhibit A - Rehabilitation/Restoration Plan**  
**942-944 Fell Street, San Francisco, CA**

Scope: #1			
Building Feature: West (side) Facade			
Rehab/Restoration <input checked="" type="checkbox"/>	Maintenance	Completed	Proposed <input checked="" type="checkbox"/>
Contract year work completion: 2023			
Total Cost: \$29,175 (painting), \$27,000 (exterior carpentry), \$7,126.25 (water damage west wall) = <b>\$63,301.25</b>			
Description of work: <ul style="list-style-type: none"><li>• Carpentry repair of west façade wood horizontal siding where needed</li><li>• Clean, prime, caulk, and sand detailing and siding where needed</li><li>• Repair flashing and trim</li><li>• Repairs to exterior to prevent water intrusion and leaks</li><li>• Painting</li></ul>			
All work will be performed in conformance with the <i>Secretary of the Interior's Standards</i> and NPS Publication <i>Preservation Brief #10: Exterior Paint Problems on Historic Woodwork</i> and <i>Preservation Brief #47: Maintaining the Exterior of Small and Medium Size Historic Buildings</i> .			

Scope: #2			
Building Feature: Roof			
Rehab/Restoration <input checked="" type="checkbox"/>	Maintenance	Completed	Proposed <input checked="" type="checkbox"/>
Contract year work completion: 2024			
Total Cost: <b>\$33,355</b>			
Description of work: <ul style="list-style-type: none"><li>• Replace roof in-kind</li><li>• Repair leaking roof vent</li><li>• Repair roof metal, chimney, and pipes</li></ul>			
All work will be performed in conformance with the <i>Secretary of the Interior's Standards</i> .			

Scope: #3			
Building Feature: Entry Stairs & Retaining Walls			
Rehab/Restoration <input checked="" type="checkbox"/>	Maintenance	Completed	Proposed <input checked="" type="checkbox"/>
Contract year work completion: 2025			
Total Cost: <b>\$5,100</b>			
Description of work: <ul style="list-style-type: none"><li>• Seal and repair cracks and gaps in concrete walls along front stairs</li><li>• Seal and repair cracks and gaps in concrete steps</li><li>• Re-stucco portions of textured stucco on concrete walls in-kind</li><li>• Repair and repaint wood handrails</li><li>• Repair tile work at top landing</li><li>• Wash stairs and concrete walls with mild soap and very low-pressure water rinse</li><li>• Re-paint concrete walls</li></ul>			

**Exhibit A - Rehabilitation/Restoration Plan**  
**942-944 Fell Street, San Francisco, CA**

All work will be performed in conformance with the *Secretary of the Interior's Standards*.

<b>Scope: #4</b>			
<b>Building Feature: South (front) Facade</b>			
Rehab/Restoration <input checked="" type="checkbox"/>	Maintenance	Completed	Proposed <input checked="" type="checkbox"/>
Contract year work completion: 2026			
Total Cost: \$23,850 (painting), \$40,000 (exterior carpentry), \$7,126.25 (water damage south wall) = <b>\$70,976.25</b>			
<p>Description of work:</p> <ul style="list-style-type: none"> <li>• Repair damaged/dry rotted detailing, soffits, trim, cornice, and brackets in-kind where needed. If elements are deteriorated beyond repair, elements will be replaced in-kind</li> <li>• Repair damaged entryway detailing (trim, columns)</li> <li>• Repair wood front doors</li> <li>• Repair wood siding within vestibule</li> <li>• Repair metal security doors</li> <li>• Carpentry repair of south façade wood horizontal siding where needed</li> <li>• Clean, prime, caulk, and sand detailing and siding where needed</li> <li>• Painting</li> </ul> <p>All work will be performed in conformance with the <i>Secretary of the Interior's Standards</i> and NPS Publication <i>Preservation Brief #10: Exterior Paint Problems on Historic Woodwork</i> and <i>Preservation Brief #47: Maintaining the Exterior of Small and Medium Size Historic Buildings</i>.</p>			

<b>Scope: #5</b>			
<b>Building Feature: Foundation</b>			
Rehab/Restoration <input checked="" type="checkbox"/>	Maintenance	Completed	Proposed <input checked="" type="checkbox"/>
Contract year work completion: 2028			
Total Cost: <b>\$10,675</b>			
<p>Description of work:</p> <ul style="list-style-type: none"> <li>• Repair top plate dry rot and previous insect damage (currently inactive)</li> </ul> <p>All work will be performed in conformance with the <i>Secretary of the Interior's Standards</i>.</p>			

<b>Scope: #6</b>			
<b>Building Feature: East (side) Facade</b>			
Rehab/Restoration <input checked="" type="checkbox"/>	Maintenance	Completed	Proposed <input checked="" type="checkbox"/>
Contract year work completion: 2030			
Total Cost: \$26,625 (painting), \$26,500 (carpentry), \$7,126.25 (water damage east wall) = <b>\$60,251.25</b>			
<p>Description of work:</p> <ul style="list-style-type: none"> <li>• Carpentry repair of east façade wood horizontal siding where needed</li> <li>• Clean, prime, caulk, and sand siding where needed</li> <li>• Painting</li> </ul>			

**Exhibit A - Rehabilitation/Restoration Plan**  
**942-944 Fell Street, San Francisco, CA**

All work will be performed in conformance with the *Secretary of the Interior's Standards* and NPS Publication *Preservation Brief #10: Exterior Paint Problems on Historic Woodwork* and *Preservation Brief #47: Maintaining the Exterior of Small and Medium Size Historic Buildings*.

Scope: #7
Building Feature: North (rear) Facade
Rehab/Restoration <input checked="" type="checkbox"/> Maintenance Completed Proposed <input checked="" type="checkbox"/>
Contract year work completion: 2030
Total Cost: \$19,600 (painting), \$9,300 (exterior carpentry), \$7,126.25 (water damage north wall) = <b>\$36,026.25</b>
Description of work: <ul style="list-style-type: none"><li>• Carpentry repair of north façade wood horizontal siding where needed</li><li>• Clean, prime, caulk, and sand siding where needed</li><li>• Painting</li></ul>
All work will be performed in conformance with the <i>Secretary of the Interior's Standards</i> and NPS Publication <i>Preservation Brief #10: Exterior Paint Problems on Historic Woodwork</i> and <i>Preservation Brief #47: Maintaining the Exterior of Small and Medium Size Historic Buildings</i> .

Scope: #8
Building Feature: Garage Door
Rehab/Restoration <input checked="" type="checkbox"/> Maintenance Completed Proposed <input checked="" type="checkbox"/>
Contract year work completion: 2031
Total Cost: <b>\$4,935</b>
Description of work: <ul style="list-style-type: none"><li>• Wood garage door replacement in-kind</li><li>• Painting</li></ul>
All work will be performed in conformance with the <i>Secretary of the Interior's Standards</i> .

Scope: #9
Building Feature: Windows
Rehab/Restoration <input checked="" type="checkbox"/> Maintenance Completed Proposed <input checked="" type="checkbox"/>
Contract year work completion: 2033
Total Cost: <b>\$21,762.96</b>
Description of work: <ul style="list-style-type: none"><li>• Repair and paint original wood windows (sashes, frames, cords, balances, exterior sills, exterior trim), carefully remove window sash and frames, strip old paint layers, remove window casings and re-install windows with new sash cord and weights, re-glaze as necessary, waterproof openings, prepare surfaces for primer and paint</li><li>• Replace broken glass at rear window on second floor</li><li>• Replace existing vinyl windows at South (front) elevation with new wood double hung windows with integral ogee lugs</li></ul>

**Exhibit A - Rehabilitation/Restoration Plan**  
**942-944 Fell Street, San Francisco, CA**

All work will be performed in conformance with the *Secretary of the Interior's Standards* and NPS publications *Preservation Brief # 9: The Repair of Historic Wooden Windows* and *Preservation Brief #47: Maintaining the Exterior of Small and Medium Size Historic Buildings*.

Scope: #10

Building Feature: Rear Stairs

Rehab/Restoration ☒ Maintenance Completed Proposed ☒

Contract year work completion: 2033

Total Cost: **\$1,700**

Description of work:

- Repair where needed
- Painting

All work will be performed in conformance with the *Secretary of the Interior's Standards*.

**Exhibit B - Maintenance Plan**  
**942-944 Fell Street, San Francisco, CA**

Scope: #1			
Building Feature: Exterior Facades			
Rehab/Restoration	Maintenance <input checked="" type="checkbox"/>	Completed	Proposed <input checked="" type="checkbox"/>
Contract year work completion: Annually			
Total Cost: \$785 (inspection), \$5000 (maintenance/repairs in-kind) = <b>\$5,785</b>			
<p>Description of work:</p> <ul style="list-style-type: none"><li>• Clean exterior once a year with mild soap and very low-pressure water rinse</li><li>• Perform annual inspections of the wood siding and decorative trim. If any damage or deterioration is found, the extent and nature of the damage will be assessed. Any needed repairs will avoid altering, removing or obscuring character-defining features of the building. If any elements are determined to be damaged or deteriorated beyond repair, replacements will be made in-kind (e.g., wood for wood)</li></ul> <p>All work will be performed in conformance with the <i>Secretary of the Interior's Standards</i> and NPS Publication <i>Preservation Brief #10: Exterior Paint Problems on Historic Woodwork</i> and <i>Preservation Brief #47: Maintaining the Exterior of Small and Medium Size Historic Buildings</i>.</p>			

Scope: #2			
Building Feature: Gutters and Downspouts			
Rehab/Restoration	Maintenance <input checked="" type="checkbox"/>	Completed	Proposed <input checked="" type="checkbox"/>
Contract year work completion: Annually			
Total Cost: <b>\$585</b> (clean)			
<p>Description of work:</p> <ul style="list-style-type: none"><li>• Inspect and clean gutters and downspouts. If any damage or deterioration is found, the extent and nature of the damage will be assessed. Any needed repairs will avoid altering, removing or obscuring character-defining features of the building. If any elements are determined to be damaged or deteriorated beyond repair, replacements will be made in-kind</li></ul> <p>All work will be performed in conformance with the <i>Secretary of the Interior's Standards</i>.</p>			

Scope: #3			
Building Feature: Foundation			
Rehab/Restoration	Maintenance <input checked="" type="checkbox"/>	Completed	Proposed <input checked="" type="checkbox"/>
Contract year work completion: Annually			
Total Cost: <b>\$785</b> (inspection)			
<p>Description of work:</p> <ul style="list-style-type: none"><li>• Inspect for insect damage, dry rot, water damage to foundation and top plate</li><li>• Make repairs as necessary</li></ul> <p>All work will be performed in conformance with the <i>Secretary of the Interior's Standards</i>.</p>			

**Exhibit B - Maintenance Plan**  
**942-944 Fell Street, San Francisco, CA**

Scope: #4			
Building Feature: Windows & Doors			
Rehab/Restoration	Maintenance <input checked="" type="checkbox"/>	Completed	Proposed <input checked="" type="checkbox"/>
Contract year work completion: Annually			
Total Cost: <b>\$1,500</b>			
Description of work: <ul style="list-style-type: none"><li>Inspect doors and windows. If any damage or deterioration is found, the extent and nature of the damage will be assessed. Any needed repairs will avoid altering, removing or obscuring character-defining features of the building. If any elements are determined to be damaged or deteriorated beyond repair, replacements will be made in-kind (e.g., wood for wood)</li></ul> <p>All work will be performed in conformance with the <i>Secretary of the Interior's Standards</i> and NPS publications <i>Preservation Brief # 9: The Repair of Historic Wooden Windows</i> and <i>Preservation Brief #47: Maintaining the Exterior of Small and Medium Size Historic Buildings</i>.</p>			

Scope: #5			
Building Feature: Entry Stairs & Retaining Walls			
Rehab/Restoration	Maintenance <input checked="" type="checkbox"/>	Completed	Proposed <input checked="" type="checkbox"/>
Contract year work completion: Every 2 years			
Total Cost: <b>\$5,100</b>			
Description of work: <ul style="list-style-type: none"><li>Clean stairs and concrete walls with mild soap and very low-pressure water rinse</li><li>Caulk and repair holes and cracks in front steps and concrete walls</li></ul> <p>All work will be performed in conformance with the <i>Secretary of the Interior's Standards</i>.</p>			

Scope: #6			
Building Feature: Roof			
Rehab/Restoration	Maintenance <input checked="" type="checkbox"/>	Completed	Proposed <input checked="" type="checkbox"/>
Contract year work completion: every 5 years			
Total Cost: <b>\$700</b> (inspection)			
Description of work: <ul style="list-style-type: none"><li>Roof will be inspected by a licensed roof contractor. If any damage or deterioration is found, the extent and nature of the deterioration will be assessed. If the roof requires replacement, a new roof to match existing will be installed</li></ul> <p>All work will be performed in conformance with the <i>Secretary of the Interior's Standards</i>.</p>			

Recording Requested by, and  
when recorded, send notice to:  
Gretel Gunther  
49 South Van Ness Avenue, Suite 1400  
San Francisco, CA 94103-2414

## **CALIFORNIA MILLS ACT HISTORIC PROPERTY AGREEMENT**

THIS AGREEMENT is entered into by and between the City and County of San Francisco, a California municipal corporation ("City") and Julie A. Chin ("Owner").

### **RECITALS**

Owner is the owner of the property located at 942-944 Fell Street, in San Francisco, California (Block 0823, Lots 017, 018). The building located at 942-944 Fell Street is a contributor to the Alamo Square Historic District pursuant to Article 10 of the Planning Code, and is also known as the "Historic Property". The Historic Property is a Qualified Historic Property, as defined under California Government Code Section 50280.1.

Owner desires to execute a rehabilitation and ongoing maintenance project for the Historic Property. Owner's application calls for the rehabilitation and restoration of the Historic Property according to established preservation standards, which it estimates will cost three hundred eight thousand one hundred dollars (\$308,100). (See Rehabilitation Plan, Exhibit A.) Owner's application calls for the maintenance of the Historic Property according to established preservation standards, which is estimated will cost approximately eight thousand six hundred fifty-five dollars (\$8,655) annually (See Maintenance Plan, Exhibit B).

The State of California has adopted the "Mills Act" (California Government Code Sections 50280-50290, and California Revenue & Taxation Code, Article 1.9 [Section 439 et seq.]) authorizing local governments to enter into agreements with property Owner to reduce their property taxes, or to prevent increases in their property taxes, in return for improvement to and maintenance of historic properties. The City has adopted enabling legislation, San Francisco Administrative Code Chapter 71, authorizing it to participate in the Mills Act program.

Owner desires to enter into a Mills Act Agreement (also referred to as a "Historic Property Agreement") with the City to help mitigate anticipated expenditures to restore and maintain the Historic Property. The City is willing to enter into such Agreement to mitigate these expenditures and to induce Owner to restore and maintain the Historic Property in excellent condition in the future.

NOW, THEREFORE, in consideration of the mutual obligations, covenants, and conditions contained herein, the parties hereto do agree as follows:

1. Application of Mills Act. The benefits, privileges, restrictions and obligations provided for in the Mills Act shall be applied to the Historic Property during the time that this Agreement is in effect commencing from the date of recordation of this Agreement.
2. Rehabilitation of the Historic Property. Owner shall undertake and complete the work set forth in Exhibit A ("Rehabilitation Plan") attached hereto according to certain standards and

requirements. Such standards and requirements shall include, but not be limited to: the Secretary of the Interior's Standards for the Treatment of Historic Properties ("Secretary's Standards"); the rules and regulations of the Office of Historic Preservation of the California Department of Parks and Recreation ("OHP Rules and Regulations"); the State Historical Building Code as determined applicable by the City; all applicable building safety standards; and the requirements of the Historic Preservation Commission, the Planning Commission, and the Board of Supervisors, including but not limited to any Certificates of Appropriateness approved under Planning Code Article 10. The Owner shall proceed diligently in applying for any necessary permits for the work and shall apply for such permits within no more than six (6) months after recordation of this Agreement, shall commence the work within six (6) months of receipt of necessary permits, and shall complete the work within three (3) years from the date of receipt of permits. Upon written request by the Owner, the Zoning Administrator, at his or her discretion, may grant an extension of the time periods set forth in this paragraph. Owner may apply for an extension by a letter to the Zoning Administrator, and the Zoning Administrator may grant the extension by letter without a hearing. Work shall be deemed complete when the Director of Planning determines that the Historic Property has been rehabilitated in accordance with the standards set forth in this Paragraph. Failure to timely complete the work shall result in cancellation of this Agreement as set forth in Paragraphs 12 and 13 herein.

3. Maintenance. Owner shall maintain the Historic Property during the time this Agreement is in effect in accordance with the standards for maintenance set forth in Exhibit B ("Maintenance Plan"), the Secretary's Standards; the OHP Rules and Regulations; the State Historical Building Code as determined applicable by the City; all applicable building safety standards; and the requirements of the Historic Preservation Commission, the Planning Commission, and the Board of Supervisors, including but not limited to any Certificates of Appropriateness approved under Planning Code Article 10.

4. Damage. Should the Historic Property incur damage from any cause whatsoever, which damages fifty percent (50%) or less of the Historic Property, Owner shall replace and repair the damaged area(s) of the Historic Property. For repairs that do not require a permit, Owner shall commence the repair work within thirty (30) days of incurring the damage and shall diligently prosecute the repair to completion within a reasonable period of time, as determined by the City. Where specialized services are required due to the nature of the work and the historic character of the features damaged, "commence the repair work" within the meaning of this paragraph may include contracting for repair services. For repairs that require a permit(s), Owner shall proceed diligently in applying for any necessary permits for the work and shall apply for such permits within no more than sixty (60) days after the damage has been incurred, commence the repair work within one hundred twenty (120) days of receipt of the required permit(s), and shall diligently prosecute the repair to completion within a reasonable period of time, as determined by the City. Upon written request by the Owner, the Zoning Administrator, at his or her discretion, may grant an extension of the time periods set forth in this paragraph. Owner may apply for an extension by a letter to the Zoning Administrator, and the Zoning Administrator may grant the extension by letter without a hearing. All repair work shall comply with the design and standards established for the Historic Property in Exhibits A and B attached hereto and Paragraph 3 herein. In the case of damage to twenty percent (20%) or more of the Historic Property due to a catastrophic event, such as an earthquake, or in the case of damage from any cause whatsoever that destroys more than fifty percent (50%) of the Historic Property, the City and Owner may mutually agree to terminate this Agreement. Upon such termination, Owner shall not be obligated to pay the cancellation fee set forth in Paragraph 13 of this Agreement. Upon such termination, the City shall assess the full value of the Historic Property without regard to any restriction imposed upon the Historic Property by this Agreement and Owner shall pay property taxes to the City based upon the valuation of the Historic Property as of the date of termination.

5. Insurance. Owner shall secure adequate property insurance to meet Owner's repair and replacement obligations under this Agreement and shall submit evidence of such insurance to the City upon request.

6. Inspections and Compliance Monitoring. Prior to entering into this Agreement and every five years thereafter, and upon seventy-two (72) hours advance notice, Owner shall permit any representative of the City, the Office of Historic Preservation of the California Department of Parks and Recreation, or the State Board of Equalization, to inspect of the interior and exterior of the Historic Property, to determine Owner's compliance with this Agreement. Throughout the duration of this Agreement, Owner shall provide all reasonable information and documentation about the Historic Property demonstrating compliance with this Agreement, as requested by any of the above-referenced representatives.

7. Term. This Agreement shall be effective upon the date of its recordation and shall be in effect for a term of ten years from such date ("Term"). As provided in Government Code section 50282, one year shall be added automatically to the Term, on each anniversary date of this Agreement, unless notice of nonrenewal is given as set forth in Paragraph 9 herein.

8. Valuation. Pursuant to Section 439.4 of the California Revenue and Taxation Code, as amended from time to time, this Agreement must have been signed, accepted and recorded on or before the lien date (January 1) for a fiscal year (the following July 1-June 30) for the Historic Property to be valued under the taxation provisions of the Mills Act for that fiscal year.

9. Notice of Nonrenewal. If in any year of this Agreement either the Owner or the City desire not to renew this Agreement, that party shall serve written notice on the other party in advance of the annual renewal date. Unless the Owner serves written notice to the City at least ninety (90) days prior to the date of renewal or the City serves written notice to the Owner sixty (60) days prior to the date of renewal, one year shall be automatically added to the Term of the Agreement. The Board of Supervisors shall make the City's determination that this Agreement shall not be renewed and shall send a notice of nonrenewal to the Owner. Upon receipt by the Owner of a notice of nonrenewal from the City, Owner may make a written protest. At any time prior to the renewal date, City may withdraw its notice of nonrenewal. If either party serves notice of nonrenewal of this Agreement, this Agreement shall remain in effect for the balance of the period remaining since the original execution or the last renewal of the Agreement, as the case may be. Thereafter, the Owner shall pay property taxes to the City without regard to any restriction imposed on the Historic Property by this Agreement, and based upon the Assessor's determination of the fair market value of the Historic Property as of expiration of this Agreement.

10. Payment of Fees. As provided for in Government Code Section 50281.1 and San Francisco Administrative Code Section 71.6, upon filing an application to enter into a Mills Act Agreement with the City, Owner shall pay the City the reasonable costs related to the preparation and approval of the Agreement. In addition, Owner shall pay the City for the actual costs of inspecting the Historic Property, as set forth in Paragraph 6 herein.

11. Default. An event of default under this Agreement may be any one of the following:

(a) Owner's failure to timely complete the rehabilitation work set forth in Exhibit A, in accordance with the standards set forth in Paragraph 2 herein;

(b) Owner's failure to maintain the Historic Property as set forth in Exhibit B, in accordance with the requirements of Paragraph 3 herein;

(c) Owner's failure to repair any damage to the Historic Property in a timely manner, as provided in Paragraph 4 herein;

(d) Owner's failure to allow any inspections or requests for information, as provided in Paragraph 6 herein;

(e) Owner's failure to pay any fees requested by the City as provided in Paragraph 10 herein;

(f) Owner's failure to maintain adequate insurance for the replacement cost of the Historic Property, as required by Paragraph 5 herein; or

(g) Owner's failure to comply with any other provision of this Agreement.

An event of default shall result in Cancellation of this Agreement as set forth in Paragraphs 12 and 13 herein, and payment of the Cancellation Fee and all property taxes due upon the Assessor's determination of the full value of the Historic Property as set forth in Paragraph 13 herein. In order to determine whether an event of default has occurred, the Board of Supervisors shall conduct a public hearing as set forth in Paragraph 12 herein prior to cancellation of this Agreement.

12. Cancellation. As provided for in Government Code Section 50284, City may initiate proceedings to cancel this Agreement if it makes a reasonable determination that Owner has breached any condition or covenant contained in this Agreement, has defaulted as provided in Paragraph 11 herein, or has allowed the Historic Property to deteriorate such that the safety and integrity of the Historic Property is threatened or it would no longer meet the standards for a Qualified Historic Property. In order to cancel this Agreement, City shall provide notice to the Owner and to the public and conduct a public hearing before the Board of Supervisors as provided for in Government Code Section 50285. The Board of Supervisors shall determine whether this Agreement should be cancelled.

13. Cancellation Fee. If the City cancels this Agreement as set forth in Paragraph 12 above, and as required by Government Code Section 50286, Owner shall pay a Cancellation Fee of twelve and one-half percent (12.5%) of the fair market value of the Historic Property at the time of cancellation. The City Assessor shall determine fair market value of the Historic Property without regard to any restriction imposed on the Historic Property by this Agreement. The Cancellation Fee shall be paid to the City Tax Collector at such time and in such manner as the City shall prescribe. As of the date of cancellation, the Owner shall pay property taxes to the City without regard to any restriction imposed on the Historic Property by this Agreement and based upon the Assessor's determination of the fair market value of the Historic Property as of the date of cancellation.

14. Enforcement of Agreement. In lieu of the above provision to cancel the Agreement, the City may bring an action to specifically enforce or to enjoin any breach of any condition or covenant of this Agreement. Should the City determine that the Owner has breached this Agreement, the City shall give the Owner written notice by registered or certified mail setting forth the grounds for the breach. If the Owner does not correct the breach, or do not undertake and diligently pursue corrective action to the reasonable satisfaction of the City within thirty (30) days from the date of receipt of the notice, then the City may, without further notice, initiate default procedures under this Agreement as set forth in Paragraph 12 and bring any action necessary to enforce the obligations of the Owner set forth in this Agreement. The City does not waive any claim of default by the Owner if it does not enforce or cancel this Agreement.

15. Indemnification. The Owner shall indemnify, defend, and hold harmless the City and all of its boards, commissions, departments, agencies, agents and employees (individually and collectively, the "City") from and against any and all liabilities, losses, costs, claims, judgments, settlements, damages, liens, fines, penalties and expenses incurred in connection with or arising in whole or in part from: (a) any accident, injury to or death of a person, loss of or damage to property occurring in or about the Historic Property; (b) the use or occupancy of the Historic Property by the Owner, their Agents or Invitees; (c) the condition of the Historic Property; (d)

any construction or other work undertaken by Owner on the Historic Property; or (e) any claims by unit or interval Owner for property tax reductions in excess those provided for under this Agreement. This indemnification shall include, without limitation, reasonable fees for attorneys, consultants, and experts and related costs that may be incurred by the City and all indemnified parties specified in this Paragraph and the City's cost of investigating any claim. In addition to Owner's obligation to indemnify City, Owner specifically acknowledges and agrees that they have an immediate and independent obligation to defend City from any claim that actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false, or fraudulent, which obligation arises at the time such claim is tendered to Owner by City, and continues at all times thereafter. The Owner's obligations under this Paragraph shall survive termination of this Agreement.

16. Eminent Domain. In the event that a public agency acquires the Historic Property in whole or part by eminent domain or other similar action, this Agreement shall be cancelled and no cancellation fee imposed as provided by Government Code Section 50288.

17. Binding on Successors and Assigns. The covenants, benefits, restrictions, and obligations contained in this Agreement shall run with the land and shall be binding upon and inure to the benefit of all successors in interest and assigns of the Owner. Successors in interest and assigns shall have the same rights and obligations under this Agreement as the original Owner who entered into the Agreement.

18. Legal Fees. In the event that either the City or the Owner fail to perform any of their obligations under this Agreement or in the event a dispute arises concerning the meaning or interpretation of any provision of this Agreement, the prevailing party may recover all costs and expenses incurred in enforcing or establishing its rights hereunder, including reasonable attorneys' fees, in addition to court costs and any other relief ordered by a court of competent jurisdiction. Reasonable attorneys' fees of the City's Office of the City Attorney shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience who practice in the City of San Francisco in law firms with approximately the same number of attorneys as employed by the Office of the City Attorney.

19. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of California.

20. Recordation. Within 20 days from the date of execution of this Agreement, the parties shall cause this Agreement to be recorded with the Office of the Recorder of the City and County of San Francisco. From and after the time of the recordation, this recorded Agreement shall impart notice to all persons of the parties' rights and obligations under the Agreement, as is afforded by the recording laws of this state.

21. Amendments. This Agreement may be amended in whole or in part only by a written recorded instrument executed by the parties hereto in the same manner as this Agreement.

22. No Implied Waiver. No failure by the City to insist on the strict performance of any obligation of the Owner under this Agreement or to exercise any right, power, or remedy arising out of a breach hereof shall constitute a waiver of such breach or of the City's right to demand strict compliance with any terms of this Agreement.

23. Authority. If the Owner signs as a corporation or a partnership, each of the persons executing this Agreement on behalf of the Owner does hereby covenant and warrant that such entity is a duly authorized and existing entity, that such entity has and is qualified to do business in California, that the Owner has full right and authority to enter into this Agreement, and that each and all of the persons signing on behalf of the Owner are authorized to do so.

24. Severability. If any provision of this Agreement is determined to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each other provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

25. Tropical Hardwood Ban. The City urges companies not to import, purchase, obtain or use for any purpose, any tropical hardwood or tropical hardwood product.

26. Charter Provisions. This Agreement is governed by and subject to the provisions of the Charter of the City.

27. Signatures. This Agreement may be signed and dated in parts

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as follows:

CITY AND COUNTY OF SAN FRANCISCO:

By: \_\_\_\_\_  
Joaquín Torres, Assessor-Recorder

DATE: \_\_\_\_\_

By: \_\_\_\_\_  
Rich Hillis, Director of Planning

DATE: \_\_\_\_\_

APPROVED AS TO FORM:  
DAVID CHIU  
CITY ATTORNEY

By: \_\_\_\_\_  
Andrea Ruiz-Esquide, Deputy City Attorney

DATE: \_\_\_\_\_

OWNER

By: \_\_\_\_\_  
Julie A. Chin, Owner

DATE: \_\_\_\_\_

OWNER(S)' SIGNATURE(S) MUST BE NOTARIZED.  
ATTACH PUBLIC NOTARY FORMS HERE.



**Office of the Assessor / Recorder - City and County of San Francisco**  
**Mills Act Valuation**



942-944 Fell Street  
0823-017 & 0823-018

**OFFICE OF THE ASSESSOR-RECORDER - CITY & COUNTY OF SAN FRANCISCO**  
**MILLS ACT VALUATION**

<b>APN:</b>	0823-017 & 0823-018	<b>Lien Date:</b>	7/1/2022
<b>Address:</b>	942-944 Fell Street	<b>Application Date:</b>	5/2/2022
<b>SF Landmark No.:</b>	0	<b>Application Term:</b>	12 Months
<b>Applicant's Name:</b>	Julie A. Chin	<b>Last Sale Date:</b>	9/12/2014
<b>Agt./Tax Rep./Atty:</b>	0	<b>Last Sale Price:</b>	\$2,100,000
<b>Fee Appraisal Provided:</b>	No		

Lot 017 - \$970,000 / Lot 018 - \$1,130,000

**0823-017: 942 Fell Street**

FACTORED BASE YEAR (Roll) VALUE		INCOME CAPITALIZATION APPROACH		SALES COMPARISON APPROACH	
Land	\$549,273	Land	\$321,023	Land	\$800,000
Imps.	\$549,273	Imps.	\$321,023	Imps.	\$800,000
Personal Prop	\$0	Personal Prop	\$0	Personal Prop	\$0
<b>Total</b>	<b>\$1,098,546</b>	<b>Total</b>	<b>\$642,047</b>	<b>Total</b>	<b>\$ 1,600,000</b>

**0823-018: 944 Fell Street**

FACTORED BASE YEAR (Roll) VALUE		INCOME CAPITALIZATION APPROACH		SALES COMPARISON APPROACH	
Land	\$639,876	Land	\$373,977	Land	\$850,000
Imps.	\$639,876	Imps.	\$373,977	Imps.	\$850,000
Personal Prop	\$0	Personal Prop	\$0	Personal Prop	\$0
<b>Total</b>	<b>\$1,279,752</b>	<b>Total</b>	<b>\$747,953</b>	<b>Total</b>	<b>\$ 1,700,000</b>

**Total Building**

<b>Total Building</b>	<b>\$2,378,298</b>	<b>Income Total</b>	<b>\$1,390,000</b>	<b>Sales Comp Total</b>	<b>\$3,300,000</b>
-----------------------	--------------------	---------------------	--------------------	-------------------------	--------------------

**Property Description**

<b>Property Type:</b>	2 Condo Units Building	<b>Year Built:</b>	1908/1998 Condo conversion	<b>Neighborhood:</b>	Alamo Square
<b>Type of Use:</b>	Residential	<b>(Total) Rentable Area:</b>	3258	<b>Land Area:</b>	3437.5 SF
<b>Owner-Occupied:</b>	0	<b>Stories:</b>	2	<b>Zoning:</b>	RM1
<b>Unit Types:</b>	Condos	<b>Parking Spaces:</b>	Garage / 2 side by side		

**Total No. of Units:** 2

**Special Conditions (Where Applicable)**

Both units leased

**Conclusions and Recommendations**

	Per Unit	Per SF	Total
Factored Base Year Roll	\$1,189,149	\$729.99	\$ 2,378,298
Income Approach - Direct Capitalization	\$695,000	\$426.64	\$ 1,390,000
Sales Comparison Approach	\$1,650,000	\$1,012.89	\$ 3,300,000
<b>Recommended Value Estimate</b>	<b>\$ 695,000</b>	<b>\$ 427</b>	<b>\$ 1,390,000</b>

**Appraiser:** Kenneth Chan

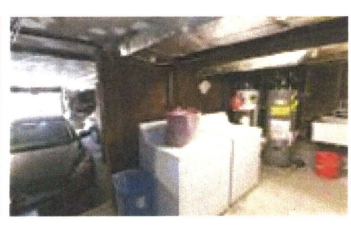
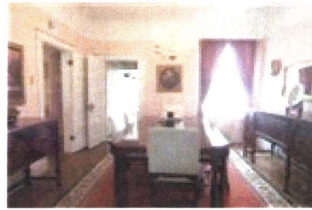
**Principal Appraiser:** Orla Fahy

**Hearing Date:**

# **SUBJECT PHOTOGRAPHS AND LOCATOR MAP**

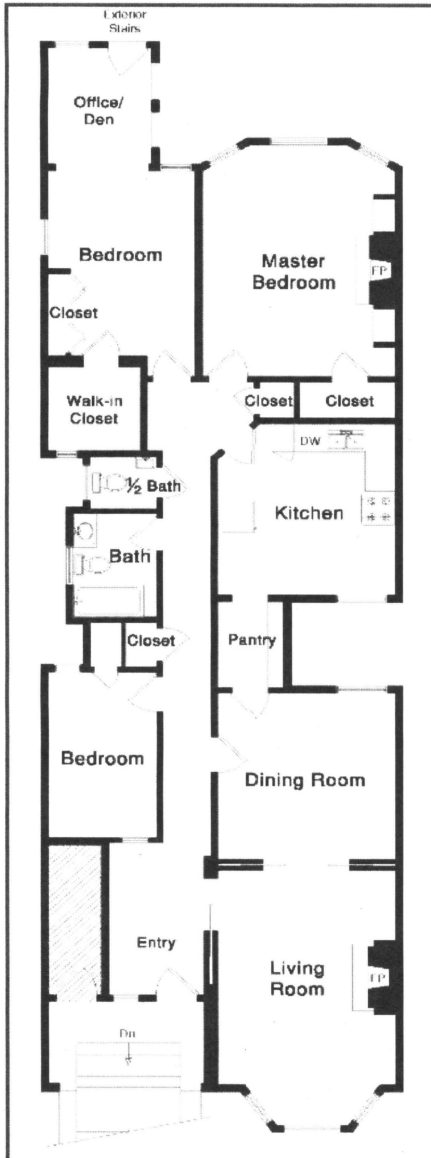
**Address:** 942-944 Fell Street

**APN:** 0823-017 & 0823-018

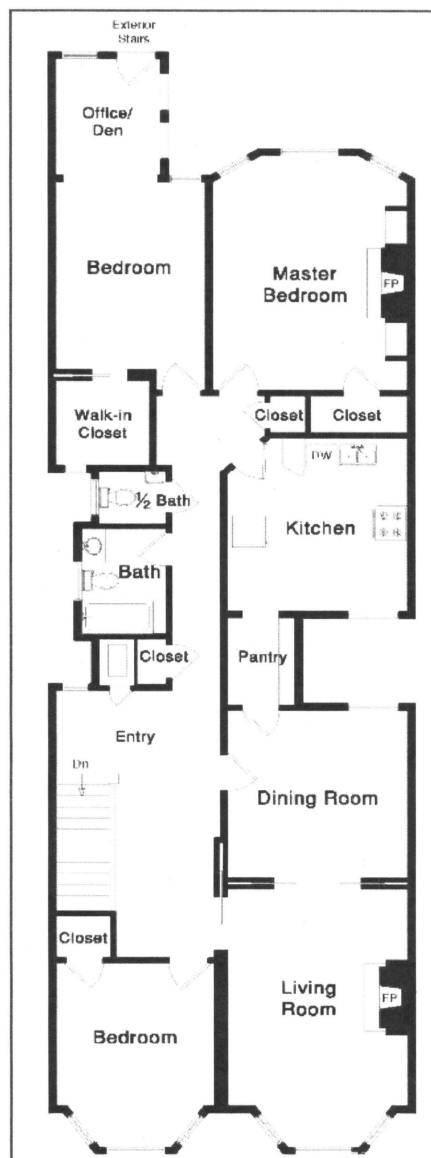




942 Fell St (Lower Level)



944 Fell St (Upper Level)



942-944 Fell Street



Floor Plans - Each Condo with 7 Rooms. 3 Bedrooms and 1.5 baths

## **Appendix 1: Rental Income Information (pg. 11)**

**2022:**

**942 currently 5500/month, down from 6825/month pre-covid**

**944 currently 5400/month, down from 7100/month pre-covid**

### **Cashflow illustration:**

#### **944 monthly expenses:**

- Mortgage: \$3515.80
- Property Tax: \$1295.82
- Insurance: \$220
- Recology: \$43
- SFPUC: \$150
- 15% (regular maintenance & repairs): \$810
- Gardener: \$150
- TOTAL: \$6184.62

#### **942 monthly expenses:**

- Mortgage: \$1921.37
- Property Tax: \$1120.76
- Insurance: \$210
- Recology: \$36
- SFPUC: \$150
- 15% (regular maintenance & repairs): \$825
- TOTAL: \$4263.13

## INCOME APPROACH

**Address:** 942-944 Fell Street

**Lien Date:** 1/1/2022

	<u>Monthly Rent</u>		<u>Annualized</u>	
Potential Gross Income	\$11,400	x	12	\$136,800
Less: Vacancy & Collection Loss			5%	<u>(\$6,840)</u>
Effective Gross Income				\$129,960
Less: Anticipated Operating Expenses (Pre-Property Tax)*			15%	<u>(\$19,494)</u>
<b>Net Operating Income (Pre-Property Tax)</b>				<b>\$110,466</b>

### Restricted Capitalization Rate

2022 interest rate per State Board of Equalization			2.7500%	
Risk rate (4% owner occupied / 2% all other property types)			2.0000%	
2021 property tax rate **			1.1825%	
Amortization rate for improvements only				
Remaining economic life (Years) ***	25	0.0400	2.0000%	
Improvements constitute % of total property value		50%		7.9325%

### RESTRICTED VALUE ESTIMATE

\$1,392,575  
Rounded \$1,390,000

### Rent Roll as of

Unit	Bdrm/Ba	SF	Move In Date	Monthly Contract Rent	Annual Rent	Annual Rent / Foot
942 Fell	3/1.5	1,505		\$5,500	\$66,000	\$43.85
944 Fell	3/1.5	1,753		\$5,400	\$64,800	\$36.97
<b>Total:</b>		<b>3,258</b>		<b>\$10,900</b>	<b>\$130,800</b>	<b>\$40.15</b>

### Notes:

\* Annual operating expenses include water service, refuse collection, insurance, and regular maintenance items. Assumes payment of PG&E by lessee.

\*\* The 2022 property tax rate will be determined in September 2022.

\*\*\* The remaining economic life (REL) reflects the property condition at the time of this appraisal. As the property undergoes renovation, the REL will increase for the subsequent annual reviews.

## Rent Comparables

**Address:** 942-944 Fell Street  
**Lien Date:** 7/1/2022

Rental Comp #1



Rental Comp #2



Rental Comp #3



Rental Comp #4



**Listing Agent:**  
**Address:**  
**Cross Streets:**  
**SF:**  
**Layout:**  
**Story/Condo Level**  
**Monthly Rent**  
**Rent/Foot/Mo**  
**Annual Rent/Foot:**

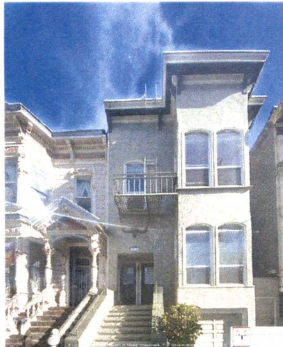
Realty Financial  
 679 Fell St  
 Webster Street  
 1,447 SqFt  
 6 Rms: 3/1.5, 1 car parking  
 3 / 2nd  
 \$5,500  
 \$3.80  
 \$45.61

Compass  
 450 Fillmore St #3  
 Oak Street  
 1,500 SqFt  
 6 Rms: 2/2, 1 Garage Parking  
 4 / 3rd  
 \$5,300  
 \$3.53  
 \$42.40

Bill Harkins Brokerage, Inc. (HARK)  
 1020 Pierce St #A  
 Golden Gate Ave  
 1,000 SqFt  
 4 Rms: 2/1  
 2/ 1st  
 \$3,350  
 \$3.35  
 \$40.20

Compass  
 559 Fell St #A  
 Webster Street  
 1,300 SqFt  
 3 Rms: 1/1  
 2/ 1st  
 \$2,900  
 \$2.23  
 \$26.77

Rental Comp #5



Rental Comp #6

**Listing Agent:**  
**Address:**  
**Cross Streets:**  
**SF:**  
**Layout:**

Extramile Property Management  
 811 Page St # 2  
 Pierce Street  
 3,750 SqFt  
 6 Rms: 3/1, 1 Garage Parking

## SALES COMPARISON APPROACH

1/F Condo Unit	Subject	Sale 1	Sale 2	Sale 3	Sale 4
APN	0823-017	0753-052	0847-063 (0847-037)	0847-062 (0847-037)	0871-019
					
Address	942 Fell St	1663 Turk St	713 Page St	711 Page St	75 Waller
		\$1,475,000	\$2,100,000	\$1,700,000	\$1,850,000
	Description	Description Adjust.	Description Adjust.	Description Adjust.	Description Adjust.
Date of Valuation/Sale	07/01/22	05/12/22	04/06/22	04/06/22	02/18/22
Neighborhood	Alamo Square	Western Addition	Hayes Valley	Hayes Valley	Hayes Valley
Proximity to Subject		8 Blocks	2.5 Blocks	2.5 Blocks	9 Blocks
Lot Size	3437.5 SF		2,099 SF	2,099 SF	4,500 SF
View	Neighborhood / Street	Neighborhood / Street	Neighborhood / Street	Neighborhood / Street	Neighborhood / Street
Year Blt/Year Renovated	1908/1998 Condo conversion	1880/Updated	1912/2007	1912/2007	1890/Updated
Condition	Average	Good (\$44,250)	Good (\$63,000)	Good (\$51,000)	Average
Construction Quality	Edwardian	Victorian	Edwardian	Edwardian	Victorian
Gross Living Area	1,505 SF	1,474 SF	1,462 SF	1,462 SF	2,132 SF
Total Rooms	6	6	5	6	7
Bedrooms	3	3	3	3	3
Bathrooms	1.5	2.0 (\$15,000)	2 (\$15,000)	2 (\$15,000)	2 (\$15,000)
Stories	2	2	2	2	2
Unit Lvl	1/F	2 /F (Top) \$ (50,000)	2/F (Top) \$ (50,000)	2/F \$ (50,000)	1 & 2 \$ (50,000)
Units in Bldg	2	2	2	2	2
Parking	1 Garage (Side by Side)	2 Angled In (\$50,000)	1 Tandem	1 Tandem \$25,000	1 Tandem
HOA Fee (/mo/unit)	\$282	\$207	New owner decide	New owner decide	\$404
Laundry	Bsmt Shared	In Unit (\$20,000)	In Unit (\$20,000)	In Unit (\$20,000)	In Unit
Net Adjustments		(\$163,750)	(\$126,500)	(\$89,500)	(\$378,500)
Indicated per Unit Value	\$1,600,000	\$1,311,250	\$1,973,500	\$1,610,500	\$1,471,500
+					
2/F Condo Unit	Subject	Sale 1	Sale 2	Sale 3	Sale 4
APN	0823-018	0753-052	0847-063 (0847-037)	0847-062 (0847-037)	0871-019
					
Address	944 Fell St	1663 Turk St	713 Page St	711 Page St	75 Waller
		\$1,475,000	\$2,100,000	\$1,700,000	\$1,850,000
	Description	Description Adjust.	Description Adjust.	Description Adjust.	Description Adjust.
Date of Valuation/Sale	07/01/22	05/12/22	04/06/22	04/06/22	02/18/22
Neighborhood	Alamo Square	Western Addition	Hayes Valley	Hayes Valley	Hayes Valley
Proximity to Subject		8 Blocks	2.5 Blocks	2.5 Blocks	9 Blocks
Lot Size	3437.5 SF		2,099 SF	2,099 SF	4,500 SF
View	Average	Neighborhood / Street	Neighborhood / Street	Neighborhood / Street	Neighborhood / Street
Year Blt/Year Renovated	Neighborhood / Street	1880/Updated	1912/2007	1912/2007	1890/Updated
Condition	1908/1998 Condo conversion	Good (\$44,250)	Good (\$63,000)	Good (\$51,000)	Average
Construction Quality	Edwardian	Victorian	Edwardian	Edwardian	Victorian
Gross Living Area	1,753 SF	1,474 SF	1,895 SF	1,462 SF	2,132 SF
Total Rooms	6	6	7	6	7
Bedrooms	3	3	3	3	3
Bathrooms	1.5	2.0 (\$15,000)	3 (\$45,000)	2 (\$15,000)	2 (\$15,000)
Stories	2	2	2	2	2
Unit Lvl	2/F (Top)	2 /F (Top)	1/F \$50,000	2/F	1 & 2 \$50,000
Units in Bldg	2	2	2	2	2
Parking	1 Garage (Side by Side)	2 Angled In (\$50,000)	1 Tandem	1 Tandem	1 Tandem
HOA Fee (/mo/unit)	\$282	\$207	New owner decide	New owner decide	\$404
Laundry	Bsmt Shared	In Unit (\$20,000)	In Unit (\$20,000)	In Unit (\$20,000)	In Unit \$ (20,000)
Net Adjustments		\$10,250	(\$149,000)	\$59,500	(\$174,500)
Indicated per Unit Value	\$1,700,000	\$1,485,250	\$1,951,000	\$1,759,500	\$1,675,500
=====					
Indicated Total Bldg Value	\$3,300,000	\$2,796,500	\$3,924,500	\$3,370,000	\$3,147,000
Adjust. \$ Per Sq. Ft.	\$2,192.69	\$1,897	\$2,684	\$2,305	\$1,476

VALUE RANGE: \$2,796,500 to \$3,924,500 VALUE CONCLUSION: \$3,300,000



2022 Mills Act Application For:  
942-944 Fell Street, APN 0823-017 & 0823-018  
Estimated Property Tax Savings for Fiscal Year 2023

The historical property contract must be recorded by December 31, 2022 to be eligible for the tax savings beginning fiscal year 2023-2024

APN	Address	Property Type	Owner Occupied	Year Built	Square Feet	2022 Factored Base Year Value	Restricted Income Approach Value	Market Value	Taxable Mills Act Value	Reduction in Assessed Value	Percentage % Reduction From FBV	2021* Property Tax Rate	Estimated Property Taxes without Mills Act	Estimated Property Taxes with Mills Act	Estimated Property Tax Savings
0823-017	942 Fell	Condo	No	1908	1,505	\$1,098,546	\$642,047	\$1,600,000	\$642,047	(\$456,499)	-41.55%	1.1825%	\$12,990	\$7,592	(\$5,398)
0823-018	944 Fell	Condo	No	1908	1,753	\$1,279,752	\$747,953	\$1,700,000	\$747,953	(\$531,799)	-41.55%	1.1825%	\$15,133	\$8,845	(\$6,289)
TOTAL						\$2,378,298	\$1,390,000	\$3,300,000	\$1,390,000	(\$988,298)	-41.55%	1.1825%	\$28,123	\$16,437	(\$11,687)

Remarks: (a) 2022 property tax rate will not be established until late September 2022  
(b) Historical property contract must be recorded by December 31, 2022  
(c) Mills Act valuation becomes effective as of January 1, 2023 for the Fiscal year July 1, 2023 to June 30, 2024



# **HISTORIC PRESERVATION COMMISSION**

## **RESOLUTION NO. 1274**

**HEARING DATE: OCTOBER 5, 2022**

**Record No.:** 2022-004344MLS  
**Project Address:** 942-944 Fell Street  
**Zoning:** RM-1 - Residential- Mixed, Low Density  
**Height & Bulk:** 40-X Height and Bulk District  
**Historic District:** Alamo Square Historic District  
**Block/Lot:** 0823/017, 018  
**Project Sponsor:** Julie Chin  
**Property Owner:** Julie A. Chin  
522 Ortega Street  
San Francisco, CA 94122  
(650) 996-8033  
chinrents@gmail.com  
**Staff Contact:** Gretel Gunther – (628) 652-7607  
gretel.gunther@sfgov.org

ADOPTING FINDINGS RECOMMENDING TO THE BOARD OF SUPERVISORS APPROVAL OF THE DRAFT MILLS ACT HISTORICAL PROPERTY CONTRACT, REHABILITATION PROGRAM, AND MAINTENANCE PLAN FOR 942-944 FELL STREET.

WHEREAS, The Mills Act, California Government Code Sections 50280 et seq. (“the Mills Act”) authorizes local governments to enter into contracts with owners of private historical property who assure the rehabilitation, restoration, preservation and maintenance of a qualified historical property; and

WHEREAS, in accordance with Article 1.9 (commencing with Section 439) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code, the City and County of San Francisco may provide certain property tax reductions, such as those provided for in the Mills Act; and

WHEREAS, Ordinance No. 191-96 amended the San Francisco Administrative Code by adding Chapter 71, to implement Mills Act locally; and

WHEREAS, The Planning Department has determined that the actions contemplated in this Resolution are categorically exempt from with the California Environmental Quality Act (California Public Resources Code Sections 21000 et seq.) under section 15331; and

WHEREAS, the existing building located at 942-944 Fell Street is a contributor to the Alamo Square Historic District; and

WHEREAS, The Planning Department has reviewed the Mills Act Application, draft Historical Property Contract, Rehabilitation Program, and Maintenance Plan for 942-944 Fell Street, which are located in Case Docket No. 2022-004344MLS. The Planning Department recommends approval of the draft Mills Act historical property contract, rehabilitation program, and maintenance plan; and

WHEREAS, The Historic Preservation Commission (HPC) recognizes the historic building at 942-944 Fell Street as a qualified historical property, and agrees with the Planning Department's recommendation and believes the Rehabilitation Program and Maintenance Plan are appropriate for the property; and

WHEREAS, at a duly noticed public hearing held on October 5, 2022, the HPC reviewed documents, correspondence and heard oral testimony on the Mills Act Application, Draft Historical Property Contract, Rehabilitation Program, and Maintenance Plan for 942-944 Fell Street.

THEREFORE, BE IT RESOLVED, That the HPC hereby recommends that the Board of Supervisors approve the Draft Mills Act Historical Property Contract, including the Rehabilitation Program, and Maintenance Plan for the historic building located at 942-944 Fell Street, attached herein as Exhibits A and B, and fully incorporated by this reference.

BE IT FURTHER RESOLVED That the HPC hereby directs its Commission Secretary to transmit this Resolution, the Draft Mills Act Historical Property Contract, including the Rehabilitation Program, and Maintenance Plan for 942-944 Fell Street, and other pertinent materials in the case file 2022-004344MLS to the Board of Supervisors.

I hereby certify that the foregoing Resolution was ADOPTED by the Historic Preservation Commission on October 5, 2022.



Jonas P. Ionin  
Commissions Secretary

AYES: Wright, Black, Foley, So, Nageswaran, Matsuda

NOES: None

ABSENT: Johns

ADOPTED: October 5, 2022

## EXHIBITS A & B

Mills Act Historical Property Contract, including the Rehabilitation Program (Exhibit A), and Maintenance Plan (Exhibit B) for the historic building located at 942-944 Fell Street.

Recording Requested by, and  
when recorded, send notice to:  
Gretel Gunther  
49 South Van Ness Avenue, Suite 1400  
San Francisco, CA 94103-2414

## **CALIFORNIA MILLS ACT HISTORIC PROPERTY AGREEMENT**

THIS AGREEMENT is entered into by and between the City and County of San Francisco, a California municipal corporation ("City") and Julie A. Chin ("Owner").

### **RECITALS**

Owner is the owner of the property located at 942-944 Fell Street, in San Francisco, California (Block 0823, Lots 017, 018). The building located at 942-944 Fell Street is a contributor to the Alamo Square Historic District pursuant to Article 10 of the Planning Code, and is also known as the "Historic Property". The Historic Property is a Qualified Historic Property, as defined under California Government Code Section 50280.1.

Owner desires to execute a rehabilitation and ongoing maintenance project for the Historic Property. Owner's application calls for the rehabilitation and restoration of the Historic Property according to established preservation standards, which it estimates will cost three hundred eight thousand one hundred dollars (\$308,100). (See Rehabilitation Plan, Exhibit A.) Owner's application calls for the maintenance of the Historic Property according to established preservation standards, which is estimated will cost approximately eight thousand six hundred fifty-five dollars (\$8,655) annually (See Maintenance Plan, Exhibit B).

The State of California has adopted the "Mills Act" (California Government Code Sections 50280-50290, and California Revenue & Taxation Code, Article 1.9 [Section 439 et seq.]) authorizing local governments to enter into agreements with property Owner to reduce their property taxes, or to prevent increases in their property taxes, in return for improvement to and maintenance of historic properties. The City has adopted enabling legislation, San Francisco Administrative Code Chapter 71, authorizing it to participate in the Mills Act program.

Owner desires to enter into a Mills Act Agreement (also referred to as a "Historic Property Agreement") with the City to help mitigate anticipated expenditures to restore and maintain the Historic Property. The City is willing to enter into such Agreement to mitigate these expenditures and to induce Owner to restore and maintain the Historic Property in excellent condition in the future.

NOW, THEREFORE, in consideration of the mutual obligations, covenants, and conditions contained herein, the parties hereto do agree as follows:

1. Application of Mills Act. The benefits, privileges, restrictions and obligations provided for in the Mills Act shall be applied to the Historic Property during the time that this Agreement is in effect commencing from the date of recordation of this Agreement.
2. Rehabilitation of the Historic Property. Owner shall undertake and complete the work set forth in Exhibit A ("Rehabilitation Plan") attached hereto according to certain standards and

requirements. Such standards and requirements shall include, but not be limited to: the Secretary of the Interior's Standards for the Treatment of Historic Properties ("Secretary's Standards"); the rules and regulations of the Office of Historic Preservation of the California Department of Parks and Recreation ("OHP Rules and Regulations"); the State Historical Building Code as determined applicable by the City; all applicable building safety standards; and the requirements of the Historic Preservation Commission, the Planning Commission, and the Board of Supervisors, including but not limited to any Certificates of Appropriateness approved under Planning Code Article 10. The Owner shall proceed diligently in applying for any necessary permits for the work and shall apply for such permits within no more than six (6) months after recordation of this Agreement, shall commence the work within six (6) months of receipt of necessary permits, and shall complete the work within three (3) years from the date of receipt of permits. Upon written request by the Owner, the Zoning Administrator, at his or her discretion, may grant an extension of the time periods set forth in this paragraph. Owner may apply for an extension by a letter to the Zoning Administrator, and the Zoning Administrator may grant the extension by letter without a hearing. Work shall be deemed complete when the Director of Planning determines that the Historic Property has been rehabilitated in accordance with the standards set forth in this Paragraph. Failure to timely complete the work shall result in cancellation of this Agreement as set forth in Paragraphs 12 and 13 herein.

3. Maintenance. Owner shall maintain the Historic Property during the time this Agreement is in effect in accordance with the standards for maintenance set forth in Exhibit B ("Maintenance Plan"), the Secretary's Standards; the OHP Rules and Regulations; the State Historical Building Code as determined applicable by the City; all applicable building safety standards; and the requirements of the Historic Preservation Commission, the Planning Commission, and the Board of Supervisors, including but not limited to any Certificates of Appropriateness approved under Planning Code Article 10.

4. Damage. Should the Historic Property incur damage from any cause whatsoever, which damages fifty percent (50%) or less of the Historic Property, Owner shall replace and repair the damaged area(s) of the Historic Property. For repairs that do not require a permit, Owner shall commence the repair work within thirty (30) days of incurring the damage and shall diligently prosecute the repair to completion within a reasonable period of time, as determined by the City. Where specialized services are required due to the nature of the work and the historic character of the features damaged, "commence the repair work" within the meaning of this paragraph may include contracting for repair services. For repairs that require a permit(s), Owner shall proceed diligently in applying for any necessary permits for the work and shall apply for such permits within no more than sixty (60) days after the damage has been incurred, commence the repair work within one hundred twenty (120) days of receipt of the required permit(s), and shall diligently prosecute the repair to completion within a reasonable period of time, as determined by the City. Upon written request by the Owner, the Zoning Administrator, at his or her discretion, may grant an extension of the time periods set forth in this paragraph. Owner may apply for an extension by a letter to the Zoning Administrator, and the Zoning Administrator may grant the extension by letter without a hearing. All repair work shall comply with the design and standards established for the Historic Property in Exhibits A and B attached hereto and Paragraph 3 herein. In the case of damage to twenty percent (20%) or more of the Historic Property due to a catastrophic event, such as an earthquake, or in the case of damage from any cause whatsoever that destroys more than fifty percent (50%) of the Historic Property, the City and Owner may mutually agree to terminate this Agreement. Upon such termination, Owner shall not be obligated to pay the cancellation fee set forth in Paragraph 13 of this Agreement. Upon such termination, the City shall assess the full value of the Historic Property without regard to any restriction imposed upon the Historic Property by this Agreement and Owner shall pay property taxes to the City based upon the valuation of the Historic Property as of the date of termination.

5. Insurance. Owner shall secure adequate property insurance to meet Owner's repair and replacement obligations under this Agreement and shall submit evidence of such insurance to the City upon request.

6. Inspections and Compliance Monitoring. Prior to entering into this Agreement and every five years thereafter, and upon seventy-two (72) hours advance notice, Owner shall permit any representative of the City, the Office of Historic Preservation of the California Department of Parks and Recreation, or the State Board of Equalization, to inspect of the interior and exterior of the Historic Property, to determine Owner's compliance with this Agreement. Throughout the duration of this Agreement, Owner shall provide all reasonable information and documentation about the Historic Property demonstrating compliance with this Agreement, as requested by any of the above-referenced representatives.

7. Term. This Agreement shall be effective upon the date of its recordation and shall be in effect for a term of ten years from such date ("Term"). As provided in Government Code section 50282, one year shall be added automatically to the Term, on each anniversary date of this Agreement, unless notice of nonrenewal is given as set forth in Paragraph 9 herein.

8. Valuation. Pursuant to Section 439.4 of the California Revenue and Taxation Code, as amended from time to time, this Agreement must have been signed, accepted and recorded on or before the lien date (January 1) for a fiscal year (the following July 1-June 30) for the Historic Property to be valued under the taxation provisions of the Mills Act for that fiscal year.

9. Notice of Nonrenewal. If in any year of this Agreement either the Owner or the City desire not to renew this Agreement, that party shall serve written notice on the other party in advance of the annual renewal date. Unless the Owner serves written notice to the City at least ninety (90) days prior to the date of renewal or the City serves written notice to the Owner sixty (60) days prior to the date of renewal, one year shall be automatically added to the Term of the Agreement. The Board of Supervisors shall make the City's determination that this Agreement shall not be renewed and shall send a notice of nonrenewal to the Owner. Upon receipt by the Owner of a notice of nonrenewal from the City, Owner may make a written protest. At any time prior to the renewal date, City may withdraw its notice of nonrenewal. If either party serves notice of nonrenewal of this Agreement, this Agreement shall remain in effect for the balance of the period remaining since the original execution or the last renewal of the Agreement, as the case may be. Thereafter, the Owner shall pay property taxes to the City without regard to any restriction imposed on the Historic Property by this Agreement, and based upon the Assessor's determination of the fair market value of the Historic Property as of expiration of this Agreement.

10. Payment of Fees. As provided for in Government Code Section 50281.1 and San Francisco Administrative Code Section 71.6, upon filing an application to enter into a Mills Act Agreement with the City, Owner shall pay the City the reasonable costs related to the preparation and approval of the Agreement. In addition, Owner shall pay the City for the actual costs of inspecting the Historic Property, as set forth in Paragraph 6 herein.

11. Default. An event of default under this Agreement may be any one of the following:

(a) Owner's failure to timely complete the rehabilitation work set forth in Exhibit A, in accordance with the standards set forth in Paragraph 2 herein;

(b) Owner's failure to maintain the Historic Property as set forth in Exhibit B, in accordance with the requirements of Paragraph 3 herein;

(c) Owner's failure to repair any damage to the Historic Property in a timely manner, as provided in Paragraph 4 herein;

(d) Owner's failure to allow any inspections or requests for information, as provided in Paragraph 6 herein;

(e) Owner's failure to pay any fees requested by the City as provided in Paragraph 10 herein;

(f) Owner's failure to maintain adequate insurance for the replacement cost of the Historic Property, as required by Paragraph 5 herein; or

(g) Owner's failure to comply with any other provision of this Agreement.

An event of default shall result in Cancellation of this Agreement as set forth in Paragraphs 12 and 13 herein, and payment of the Cancellation Fee and all property taxes due upon the Assessor's determination of the full value of the Historic Property as set forth in Paragraph 13 herein. In order to determine whether an event of default has occurred, the Board of Supervisors shall conduct a public hearing as set forth in Paragraph 12 herein prior to cancellation of this Agreement.

12. Cancellation. As provided for in Government Code Section 50284, City may initiate proceedings to cancel this Agreement if it makes a reasonable determination that Owner has breached any condition or covenant contained in this Agreement, has defaulted as provided in Paragraph 11 herein, or has allowed the Historic Property to deteriorate such that the safety and integrity of the Historic Property is threatened or it would no longer meet the standards for a Qualified Historic Property. In order to cancel this Agreement, City shall provide notice to the Owner and to the public and conduct a public hearing before the Board of Supervisors as provided for in Government Code Section 50285. The Board of Supervisors shall determine whether this Agreement should be cancelled.

13. Cancellation Fee. If the City cancels this Agreement as set forth in Paragraph 12 above, and as required by Government Code Section 50286, Owner shall pay a Cancellation Fee of twelve and one-half percent (12.5%) of the fair market value of the Historic Property at the time of cancellation. The City Assessor shall determine fair market value of the Historic Property without regard to any restriction imposed on the Historic Property by this Agreement. The Cancellation Fee shall be paid to the City Tax Collector at such time and in such manner as the City shall prescribe. As of the date of cancellation, the Owner shall pay property taxes to the City without regard to any restriction imposed on the Historic Property by this Agreement and based upon the Assessor's determination of the fair market value of the Historic Property as of the date of cancellation.

14. Enforcement of Agreement. In lieu of the above provision to cancel the Agreement, the City may bring an action to specifically enforce or to enjoin any breach of any condition or covenant of this Agreement. Should the City determine that the Owner has breached this Agreement, the City shall give the Owner written notice by registered or certified mail setting forth the grounds for the breach. If the Owner does not correct the breach, or do not undertake and diligently pursue corrective action to the reasonable satisfaction of the City within thirty (30) days from the date of receipt of the notice, then the City may, without further notice, initiate default procedures under this Agreement as set forth in Paragraph 12 and bring any action necessary to enforce the obligations of the Owner set forth in this Agreement. The City does not waive any claim of default by the Owner if it does not enforce or cancel this Agreement.

15. Indemnification. The Owner shall indemnify, defend, and hold harmless the City and all of its boards, commissions, departments, agencies, agents and employees (individually and collectively, the "City") from and against any and all liabilities, losses, costs, claims, judgments, settlements, damages, liens, fines, penalties and expenses incurred in connection with or arising in whole or in part from: (a) any accident, injury to or death of a person, loss of or damage to property occurring in or about the Historic Property; (b) the use or occupancy of the Historic Property by the Owner, their Agents or Invitees; (c) the condition of the Historic Property; (d)

any construction or other work undertaken by Owner on the Historic Property; or (e) any claims by unit or interval Owner for property tax reductions in excess those provided for under this Agreement. This indemnification shall include, without limitation, reasonable fees for attorneys, consultants, and experts and related costs that may be incurred by the City and all indemnified parties specified in this Paragraph and the City's cost of investigating any claim. In addition to Owner's obligation to indemnify City, Owner specifically acknowledges and agrees that they have an immediate and independent obligation to defend City from any claim that actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false, or fraudulent, which obligation arises at the time such claim is tendered to Owner by City, and continues at all times thereafter. The Owner's obligations under this Paragraph shall survive termination of this Agreement.

16. Eminent Domain. In the event that a public agency acquires the Historic Property in whole or part by eminent domain or other similar action, this Agreement shall be cancelled and no cancellation fee imposed as provided by Government Code Section 50288.

17. Binding on Successors and Assigns. The covenants, benefits, restrictions, and obligations contained in this Agreement shall run with the land and shall be binding upon and inure to the benefit of all successors in interest and assigns of the Owner. Successors in interest and assigns shall have the same rights and obligations under this Agreement as the original Owner who entered into the Agreement.

18. Legal Fees. In the event that either the City or the Owner fail to perform any of their obligations under this Agreement or in the event a dispute arises concerning the meaning or interpretation of any provision of this Agreement, the prevailing party may recover all costs and expenses incurred in enforcing or establishing its rights hereunder, including reasonable attorneys' fees, in addition to court costs and any other relief ordered by a court of competent jurisdiction. Reasonable attorneys' fees of the City's Office of the City Attorney shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience who practice in the City of San Francisco in law firms with approximately the same number of attorneys as employed by the Office of the City Attorney.

19. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of California.

20. Recordation. Within 20 days from the date of execution of this Agreement, the parties shall cause this Agreement to be recorded with the Office of the Recorder of the City and County of San Francisco. From and after the time of the recordation, this recorded Agreement shall impart notice to all persons of the parties' rights and obligations under the Agreement, as is afforded by the recording laws of this state.

21. Amendments. This Agreement may be amended in whole or in part only by a written recorded instrument executed by the parties hereto in the same manner as this Agreement.

22. No Implied Waiver. No failure by the City to insist on the strict performance of any obligation of the Owner under this Agreement or to exercise any right, power, or remedy arising out of a breach hereof shall constitute a waiver of such breach or of the City's right to demand strict compliance with any terms of this Agreement.

23. Authority. If the Owner signs as a corporation or a partnership, each of the persons executing this Agreement on behalf of the Owner does hereby covenant and warrant that such entity is a duly authorized and existing entity, that such entity has and is qualified to do business in California, that the Owner has full right and authority to enter into this Agreement, and that each and all of the persons signing on behalf of the Owner are authorized to do so.

24. Severability. If any provision of this Agreement is determined to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each other provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

25. Tropical Hardwood Ban. The City urges companies not to import, purchase, obtain or use for any purpose, any tropical hardwood or tropical hardwood product.

26. Charter Provisions. This Agreement is governed by and subject to the provisions of the Charter of the City.

27. Signatures. This Agreement may be signed and dated in parts

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as follows:

CITY AND COUNTY OF SAN FRANCISCO:

By: \_\_\_\_\_  
Joaquín Torres, Assessor-Recorder

DATE: \_\_\_\_\_

By: \_\_\_\_\_  
Rich Hillis, Director of Planning

DATE: \_\_\_\_\_

APPROVED AS TO FORM:  
DAVID CHIU  
CITY ATTORNEY

By: \_\_\_\_\_  
Andrea Ruiz-Esquide, Deputy City Attorney

DATE: \_\_\_\_\_

OWNER

By: \_\_\_\_\_  
Julie A. Chin, Owner

DATE: \_\_\_\_\_

OWNER(S)' SIGNATURE(S) MUST BE NOTARIZED.  
ATTACH PUBLIC NOTARY FORMS HERE.

**Exhibit A - Rehabilitation/Restoration Plan**  
**942-944 Fell Street, San Francisco, CA**

Scope: #1			
Building Feature: West (side) Facade			
Rehab/Restoration <input checked="" type="checkbox"/>	Maintenance	Completed	Proposed <input checked="" type="checkbox"/>
Contract year work completion: 2023			
Total Cost: \$29,175 (painting), \$27,000 (exterior carpentry), \$7,126.25 (water damage west wall) = <b>\$63,301.25</b>			
<p>Description of work:</p> <ul style="list-style-type: none"><li>• Carpentry repair of west façade wood horizontal siding where needed</li><li>• Clean, prime, caulk, and sand detailing and siding where needed</li><li>• Repair flashing and trim</li><li>• Repairs to exterior to prevent water intrusion and leaks</li><li>• Painting</li></ul> <p>All work will be performed in conformance with the <i>Secretary of the Interior's Standards</i> and NPS Publication <i>Preservation Brief #10: Exterior Paint Problems on Historic Woodwork</i> and <i>Preservation Brief #47: Maintaining the Exterior of Small and Medium Size Historic Buildings</i>.</p>			

Scope: #2			
Building Feature: Roof			
Rehab/Restoration <input checked="" type="checkbox"/>	Maintenance	Completed	Proposed <input checked="" type="checkbox"/>
Contract year work completion: 2024			
Total Cost: <b>\$33,355</b>			
<p>Description of work:</p> <ul style="list-style-type: none"><li>• Replace roof in-kind</li><li>• Repair leaking roof vent</li><li>• Repair roof metal, chimney, and pipes</li></ul> <p>All work will be performed in conformance with the <i>Secretary of the Interior's Standards</i>.</p>			

Scope: #3			
Building Feature: Entry Stairs & Retaining Walls			
Rehab/Restoration <input checked="" type="checkbox"/>	Maintenance	Completed	Proposed <input checked="" type="checkbox"/>
Contract year work completion: 2025			
Total Cost: <b>\$5,100</b>			
<p>Description of work:</p> <ul style="list-style-type: none"><li>• Seal and repair cracks and gaps in concrete walls along front stairs</li><li>• Seal and repair cracks and gaps in concrete steps</li><li>• Re-stucco portions of textured stucco on concrete walls in-kind</li><li>• Repair and repaint wood handrails</li><li>• Repair tile work at top landing</li><li>• Wash stairs and concrete walls with mild soap and very low-pressure water rinse</li><li>• Re-paint concrete walls</li></ul>			

**Exhibit A - Rehabilitation/Restoration Plan**  
**942-944 Fell Street, San Francisco, CA**

All work will be performed in conformance with the *Secretary of the Interior's Standards*.

Scope: #4			
Building Feature: South (front) Facade			
Rehab/Restoration <input checked="" type="checkbox"/>	Maintenance	Completed	Proposed <input checked="" type="checkbox"/>
Contract year work completion: 2026			
Total Cost: \$23,850 (painting), \$40,000 (exterior carpentry), \$7,126.25 (water damage south wall) = <b>\$70,976.25</b>			
<p>Description of work:</p> <ul style="list-style-type: none"> <li>• Repair damaged/dry rotted detailing, soffits, trim, cornice, and brackets in-kind where needed. If elements are deteriorated beyond repair, elements will be replaced in-kind</li> <li>• Repair damaged entryway detailing (trim, columns)</li> <li>• Repair wood front doors</li> <li>• Repair wood siding within vestibule</li> <li>• Repair metal security doors</li> <li>• Carpentry repair of south façade wood horizontal siding where needed</li> <li>• Clean, prime, caulk, and sand detailing and siding where needed</li> <li>• Painting</li> </ul> <p>All work will be performed in conformance with the <i>Secretary of the Interior's Standards</i> and NPS Publication <i>Preservation Brief #10: Exterior Paint Problems on Historic Woodwork</i> and <i>Preservation Brief #47: Maintaining the Exterior of Small and Medium Size Historic Buildings</i>.</p>			

Scope: #5			
Building Feature: Foundation			
Rehab/Restoration <input checked="" type="checkbox"/>	Maintenance	Completed	Proposed <input checked="" type="checkbox"/>
Contract year work completion: 2028			
Total Cost: <b>\$10,675</b>			
<p>Description of work:</p> <ul style="list-style-type: none"> <li>• Repair top plate dry rot and previous insect damage (currently inactive)</li> </ul> <p>All work will be performed in conformance with the <i>Secretary of the Interior's Standards</i>.</p>			

Scope: #6			
Building Feature: East (side) Facade			
Rehab/Restoration <input checked="" type="checkbox"/>	Maintenance	Completed	Proposed <input checked="" type="checkbox"/>
Contract year work completion: 2030			
Total Cost: \$26,625 (painting), \$26,500 (carpentry), \$7,126.25 (water damage east wall) = <b>\$60,251.25</b>			
<p>Description of work:</p> <ul style="list-style-type: none"> <li>• Carpentry repair of east façade wood horizontal siding where needed</li> <li>• Clean, prime, caulk, and sand siding where needed</li> <li>• Painting</li> </ul>			

**Exhibit A - Rehabilitation/Restoration Plan**  
**942-944 Fell Street, San Francisco, CA**

All work will be performed in conformance with the *Secretary of the Interior's Standards* and NPS Publication *Preservation Brief #10: Exterior Paint Problems on Historic Woodwork* and *Preservation Brief #47: Maintaining the Exterior of Small and Medium Size Historic Buildings*.

Scope: #7
Building Feature: North (rear) Facade
Rehab/Restoration <input checked="" type="checkbox"/> Maintenance Completed Proposed <input checked="" type="checkbox"/>
Contract year work completion: 2030
Total Cost: \$19,600 (painting), \$9,300 (exterior carpentry), \$7,126.25 (water damage north wall) = <b>\$36,026.25</b>
Description of work: <ul style="list-style-type: none"><li>• Carpentry repair of north façade wood horizontal siding where needed</li><li>• Clean, prime, caulk, and sand siding where needed</li><li>• Painting</li></ul>
All work will be performed in conformance with the <i>Secretary of the Interior's Standards</i> and NPS Publication <i>Preservation Brief #10: Exterior Paint Problems on Historic Woodwork</i> and <i>Preservation Brief #47: Maintaining the Exterior of Small and Medium Size Historic Buildings</i> .

Scope: #8
Building Feature: Garage Door
Rehab/Restoration <input checked="" type="checkbox"/> Maintenance Completed Proposed <input checked="" type="checkbox"/>
Contract year work completion: 2031
Total Cost: <b>\$4,935</b>
Description of work: <ul style="list-style-type: none"><li>• Wood garage door replacement in-kind</li><li>• Painting</li></ul>
All work will be performed in conformance with the <i>Secretary of the Interior's Standards</i> .

Scope: #9
Building Feature: Windows
Rehab/Restoration <input checked="" type="checkbox"/> Maintenance Completed Proposed <input checked="" type="checkbox"/>
Contract year work completion: 2033
Total Cost: <b>\$21,762.96</b>
Description of work: <ul style="list-style-type: none"><li>• Repair and paint original wood windows (sashes, frames, cords, balances, exterior sills, exterior trim), carefully remove window sash and frames, strip old paint layers, remove window casings and re-install windows with new sash cord and weights, re-glaze as necessary, waterproof openings, prepare surfaces for primer and paint</li><li>• Replace broken glass at rear window on second floor</li><li>• Replace existing vinyl windows at South (front) elevation with new wood double hung windows with integral ogee lugs</li></ul>

**Exhibit A - Rehabilitation/Restoration Plan**  
**942-944 Fell Street, San Francisco, CA**

All work will be performed in conformance with the *Secretary of the Interior's Standards* and NPS publications *Preservation Brief # 9: The Repair of Historic Wooden Windows* and *Preservation Brief #47: Maintaining the Exterior of Small and Medium Size Historic Buildings*.

Scope: #10

Building Feature: Rear Stairs

Rehab/Restoration ☒ Maintenance Completed Proposed ☒

Contract year work completion: 2033

Total Cost: **\$1,700**

Description of work:

- Repair where needed
- Painting

All work will be performed in conformance with the *Secretary of the Interior's Standards*.

**Exhibit B - Maintenance Plan**  
**942-944 Fell Street, San Francisco, CA**

Scope: #1			
Building Feature: Exterior Facades			
Rehab/Restoration	Maintenance <input checked="" type="checkbox"/>	Completed	Proposed <input checked="" type="checkbox"/>
Contract year work completion: Annually			
Total Cost: \$785 (inspection), \$5000 (maintenance/repairs in-kind) = <b>\$5,785</b>			
<p>Description of work:</p> <ul style="list-style-type: none"><li>• Clean exterior once a year with mild soap and very low-pressure water rinse</li><li>• Perform annual inspections of the wood siding and decorative trim. If any damage or deterioration is found, the extent and nature of the damage will be assessed. Any needed repairs will avoid altering, removing or obscuring character-defining features of the building. If any elements are determined to be damaged or deteriorated beyond repair, replacements will be made in-kind (e.g., wood for wood)</li></ul> <p>All work will be performed in conformance with the <i>Secretary of the Interior's Standards</i> and NPS Publication <i>Preservation Brief #10: Exterior Paint Problems on Historic Woodwork</i> and <i>Preservation Brief #47: Maintaining the Exterior of Small and Medium Size Historic Buildings</i>.</p>			

Scope: #2			
Building Feature: Gutters and Downspouts			
Rehab/Restoration	Maintenance <input checked="" type="checkbox"/>	Completed	Proposed <input checked="" type="checkbox"/>
Contract year work completion: Annually			
Total Cost: <b>\$585</b> (clean)			
<p>Description of work:</p> <ul style="list-style-type: none"><li>• Inspect and clean gutters and downspouts. If any damage or deterioration is found, the extent and nature of the damage will be assessed. Any needed repairs will avoid altering, removing or obscuring character-defining features of the building. If any elements are determined to be damaged or deteriorated beyond repair, replacements will be made in-kind</li></ul> <p>All work will be performed in conformance with the <i>Secretary of the Interior's Standards</i>.</p>			

Scope: #3			
Building Feature: Foundation			
Rehab/Restoration	Maintenance <input checked="" type="checkbox"/>	Completed	Proposed <input checked="" type="checkbox"/>
Contract year work completion: Annually			
Total Cost: <b>\$785</b> (inspection)			
<p>Description of work:</p> <ul style="list-style-type: none"><li>• Inspect for insect damage, dry rot, water damage to foundation and top plate</li><li>• Make repairs as necessary</li></ul> <p>All work will be performed in conformance with the <i>Secretary of the Interior's Standards</i>.</p>			

**Exhibit B - Maintenance Plan**  
**942-944 Fell Street, San Francisco, CA**

Scope: #4			
Building Feature: Windows & Doors			
Rehab/Restoration	Maintenance <input checked="" type="checkbox"/>	Completed	Proposed <input checked="" type="checkbox"/>
Contract year work completion: Annually			
Total Cost: <b>\$1,500</b>			
Description of work: <ul style="list-style-type: none"><li>Inspect doors and windows. If any damage or deterioration is found, the extent and nature of the damage will be assessed. Any needed repairs will avoid altering, removing or obscuring character-defining features of the building. If any elements are determined to be damaged or deteriorated beyond repair, replacements will be made in-kind (e.g., wood for wood)</li></ul>			
All work will be performed in conformance with the <i>Secretary of the Interior's Standards</i> and NPS publications <i>Preservation Brief # 9: The Repair of Historic Wooden Windows</i> and <i>Preservation Brief #47: Maintaining the Exterior of Small and Medium Size Historic Buildings</i> .			

Scope: #5			
Building Feature: Entry Stairs & Retaining Walls			
Rehab/Restoration	Maintenance <input checked="" type="checkbox"/>	Completed	Proposed <input checked="" type="checkbox"/>
Contract year work completion: Every 2 years			
Total Cost: <b>\$5,100</b>			
Description of work: <ul style="list-style-type: none"><li>Clean stairs and concrete walls with mild soap and very low-pressure water rinse</li><li>Caulk and repair holes and cracks in front steps and concrete walls</li></ul>			
All work will be performed in conformance with the <i>Secretary of the Interior's Standards</i> .			

Scope: #6			
Building Feature: Roof			
Rehab/Restoration	Maintenance <input checked="" type="checkbox"/>	Completed	Proposed <input checked="" type="checkbox"/>
Contract year work completion: every 5 years			
Total Cost: <b>\$700</b> (inspection)			
Description of work: <ul style="list-style-type: none"><li>Roof will be inspected by a licensed roof contractor. If any damage or deterioration is found, the extent and nature of the deterioration will be assessed. If the roof requires replacement, a new roof to match existing will be installed</li></ul>			
All work will be performed in conformance with the <i>Secretary of the Interior's Standards</i> .			



# CEQA Categorical Exemption Determination

## Property Information/Project Description

<b>Project Address</b>	<b>Block/Lot(s)</b>
942-944 Fell Street	0823/017, 018
<b>Case No.</b>	<b>Permit No.</b>
2022004344MLS	
<input checked="" type="checkbox"/> <b>Addition Alteration</b> <input type="checkbox"/> <b>Demolition</b> (requires HRE for Category B Building) <input type="checkbox"/> <b>New Construction</b>	
<b>Project Description</b>	
<ul style="list-style-type: none"><li>• Mills Act Historical Property Contract</li></ul>	

## STEP 1: Exemption Class

<input type="checkbox"/> <b>Class 1- Existing Facilities.</b> Interior and exterior alterations; additions under 10,000 sq. ft.
<input type="checkbox"/> <b>Class 3- New Construction.</b> Up to three new single-family residences or six dwelling units in one building; commercial/office structures; utility extensions; change of use under 10,000 sq. ft. if principally permitted or with a CU.
<input type="checkbox"/> <b>Class 32- In-Fill Development.</b> New Construction of seven or more units or additions greater than 10,000 sq. ft. and meets the conditions described below: <ul style="list-style-type: none"><li>a. The project is consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations.</li><li>b. The proposed development occurs within city limits on a project site of no more than 5 acres substantially surrounded by urban uses.</li><li>c. The project site has no value as habitat for endangered rare or threatened species.</li><li>d. Approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality.</li><li>e. The site can be adequately served by all required utilities and public services.</li></ul> <b>FOR ENVIRONMENTAL PLANNING USE ONLY</b>
<input checked="" type="checkbox"/> <b>Class31 –Historical Resource Restoration/Rehabilitation.</b> Projects limited to maintenance, repair, stabilization, rehabilitation, restoration, preservation, conservation, or reconstruction of historical resources in a manner consistent with the Secretary of the Interior’s Standards for the Treatment of Historic Properties.

## STEP 2: CEQA Impacts

To Be Completed By Project Planner

If any box is checked below, an *Environmental Evaluation Application* is required.

- ☐ **Air Quality:** Would the project add new sensitive receptors (specifically, schools, day care facilities, hospitals, residential dwellings, and senior-care facilities within an Air Pollution Exposure Zone? Does the project have the potential to emit substantial pollutant concentrations (e.g., backup diesel generators, heavy industry, diesel trucks, etc.)? *(refer to EP\_ArcMap > CEQA Catex Determination Layers > Air Pollution Exposure Zone)*
- ☐ **Hazardous Materials:** If the project site is located on the Maher map or is suspected of containing hazardous materials (based on a previous use such as gas station, auto repair, dry cleaners, or heavy manufacturing site with underground storage tanks): Would the project involve 50 cubic yards or more of soil disturbance or a change of use from industrial to residential? If yes, this box must be checked and the project applicant must enroll in or seek a waiver from the Department of Public Health's (DPH's) Maher program. *Exemptions: do not check box if the applicant presents documentation of enrollment in or waiver from the DPH Maher program or other documentation from Environmental Planning staff that hazardous material effects would be less than significant (refer to EP\_ArcMap > Maher layer).*
- ☐ **Transportation :** Does the project involve a child care facility or school with 30 or more students, or a location greater than 1,500 square feet or greater? Does the project have the potential to adversely affect transit, pedestrian and/or bicycle safety (hazards) or the adequacy of nearby transit, pedestrian and/or bicycle facilities?
- ☐ **Archeological Resources:** Would the project result in soil disturbance/modification greater than two (2) feet below grade in an archeological sensitive area or eight (8) feet in an archeological sensitive area? *(refer to EP\_ArcMap > CEQA Catex Determination Layers > Archeological Sensitive Area)*
- ☐ **Subdivision/Lot Line Adjustment:** Does the project site involve a subdivision or lot line adjustment on a lot with a slope average of 10% or more? *(refer to EP\_ArcMap > CEQA Catex Determination Layers > Topography)*
- ☐ **Slope = or > 25%** Does the project involve any of the following: (1) square footage expansion greater than 500 sq. ft. outside of the existing building footprint, (2) excavation of 500 cubic yards or more of soil, (3) new construction? *(refer to EP\_ArcMap > CEQA Catex Determination Layers > Topography)* **if box is checked, a geotechnical report is required and Environmental Planning must issue the exemption.**
- ☐ **Seismic: Landslide Zone:** Does the project involve any of the following: (1) square footage expansion greater than 500 sq. ft. outside of the existing building footprint, (2) excavation of 500 cubic yards or more of soil, (3) new construction? *(refer to EP\_ArcMap > CEQA Catex Determination Layers > Seismic Hazard Zones)* **if box is checked, a geotechnical report is required.**
- ☐ **Seismic: Liquefaction Zone:** Does the project involve any of the following: (1) square footage expansion greater than 500 sq. ft. outside of the existing building footprint, (2) excavation of 500 cubic yards or more of soil, (3) new construction? *(refer to EP\_ArcMap > CEQA Catex Determination Layers > Seismic Hazard Zones)* **if box is checked, a geotechnical report will likely be required.**

Comments and Planner Signature *(optional)*:

**STEP 3 Property Status - Historic Resource**

To Be Completed By Project Planner

PROPERTY IS ONE OF THE FOLLOWING <i>(to Parcel Information Map)</i>	
<input checked="" type="checkbox"/>	<b>Category A:</b> Known Historical Resource. <b>GO TO STEP 5.</b>
<input type="checkbox"/>	<b>Category B:</b> Potential Historical Resource (over 45 years of age). <b>GO TO STEP 4.</b>
<input type="checkbox"/>	<b>Category C:</b> Not a Historical Resource or Not Age Eligible (under 45 years of age). <b>GO TO STEP 6.</b>

**STEP 4 Proposed Work Checklist**

To Be Completed By Project Planner

Check all that apply to the project.	
<input type="checkbox"/>	<b>1. Change of use and new construction.</b> Tenant improvements not included.
<input checked="" type="checkbox"/>	<b>2. Regular maintenance or repair</b> to correct or repair deterioration, decay, or damage to building.
<input type="checkbox"/>	<b>3. Window replacement</b> that meets the Department's <i>Window Replacement Standards</i> . Does not include storefront window alterations.
<input type="checkbox"/>	<b>4. Garage work.</b> A new opening that meets the <i>Guidelines for Adding Garages and Curb Cuts</i> , and/or replacement of a garage door in an existing opening that meets the Residential Design Guidelines.
<input type="checkbox"/>	<b>5. Deck, terrace construction, or fences</b> not visible from any immediately adjacent public right-of-way.
<input type="checkbox"/>	<b>6. Mechanical equipment installation</b> that is not visible from any immediately adjacent public right-of-way.
<input type="checkbox"/>	<b>7. Dormer installation</b> that meets the requirements for exemption from public notification under <i>Zoning Administrator Bulletin No. 3: Dormer Windows</i>
<input type="checkbox"/>	<b>8. Addition(s)</b> that are not visible from any immediately adjacent public right-of-way for 150 feet in each direction; does not extend vertically beyond the floor level of the top story of the structure or is only a single story in height; does not have a footprint that is more than 50% larger than that of the original building; and does not cause the removal of architectural significant roofing features.
Note: Project Planner must check box below before proceeding.	
<input type="checkbox"/>	Project is not listed. <b>GO TO STEP 5.</b>
<input type="checkbox"/>	Project does not conform to the scopes of work. <b>GO TO STEP 5.</b>
<input type="checkbox"/>	Project involves four or more work descriptions. <b>GO TO STEP 5.</b>
<input type="checkbox"/>	Project involves less than four work descriptions. <b>GO TO STEP 6.</b>

## STEP 5 CEQA Impacts - Advanced Historical Review

### To Be Completed By Project Planner

Check all that apply to the project.	
<input checked="" type="checkbox"/>	1. Project involves a <b>known historical resource (CEQA Category A)</b> s determined by Step 3 and conforms entirely to proposed work checklist in Step 4.
<input type="checkbox"/>	2. Interior alterations to publicly accessible spaces.
<input type="checkbox"/>	3. <b>Window replacement</b> of original/historic windows that are not “in-kind” but are consistent with existing historic character.
<input checked="" type="checkbox"/>	4. <b>Façade/storefront alterations</b> that do not remove, alter, or obscure character-defining features.
<input type="checkbox"/>	5. <b>Raising the building</b> in a manner that does not remove, alter, or obscure character-defining features.
<input checked="" type="checkbox"/>	6. <b>Restoration</b> based upon documented evidence of a building’s historic condition, such as historic photographs, plans, physical evidence, or similar buildings.
<input type="checkbox"/>	7. <b>Addition(s)</b> , including mechanical equipment that are minimally visible from a public right-of-way and meet the <i>Secretary of the Interior’s Standards for Rehabilitation</i>
<input checked="" type="checkbox"/>	8. <b>Other work consistent</b> with the Secretary of the Interior Standards for the Treatment of Historic Properties (specify or add comments):
<input type="checkbox"/>	9. <b>Other work</b> that would not materially impair a historic district (specify or add comments):
(Requires approval by Senior Preservation Planner/Preservation Coordinator)	
<input type="checkbox"/>	10. <b>Reclassification of property status.</b> (Requires approval by Senior Preservation Planner/Preservation Coordinator)
<div style="display: flex; justify-content: space-around;"> <div style="text-align: center;"> <input type="checkbox"/> Reclassify to Category A  a. Per HRER dated _____  b. Other (specify) _____ </div> <div style="text-align: center;"> <input type="checkbox"/> Reclassify to Category B  (attach HRER) </div> </div>	
Note: If ANY box in STEP 5 above is checked, a Preservation Planner MUST check one box below.	
<input checked="" type="checkbox"/>	Project can proceed with <b>categorical exemption review</b> . The project has been reviewed by the Preservation Planner and can proceed with categorical exemption review. <b>GO TO STEP 6.</b>
<b>Comments (optional):</b>  This Categorical Exemption is for the purposes of a Mills Act Historical Property Contract only. Rehabilitation and restoration work required under the Mills Act Contract will require an Administrative Certificate of Appropriateness and separate Categorical Exemption.	
<b>Preservation Planner Signature:</b> <i>Gretel Gunther</i>	

STEP 6Categorical Exemption Determination

To Be Completed By Project Planner

<input checked="" type="checkbox"/> No further environmental review is required. The project is categorically exempt under CEQA. There are no unusual circumstances that would result in a reasonable possibility of a significant effect.	
Project Approval Action: HPC Motion	
If Discretionary Review before the Planning Commission is requested, the Discretionary Review hearing is the Approval Action for the project.	Signature: <i>Gretel Gunther</i>
Once signed or stamped and dated, this document constitutes a categorical exemption pursuant to CEQA Guidelines and Chapter 31 of the Administrative Code.	
In accordance with Chapter 31 of the San Francisco Administrative Code, an appeal of an exemption determination can only be filed within 30 days of the project receiving the first approval action. Please note that other approval actions may be required for the project. Please contact the assigned planner for these approvals.	

**STEP 7 Modification of a CEQA Exempt Project**

To Be Completed By Project Planner

In accordance with Chapter 31 of the San Francisco Administrative Code, when a California Environmental Quality Act (CEQA) exempt project changes after the Approval Action and requires a subsequent approval, the Environmental Review Officer (or his or her designee) must determine whether the proposed change constitutes a substantial modification of that project. This checklist shall be used to determine whether the proposed changes to the approved project would constitute a "substantial modification" and, therefore, be

PROPERTY INFORMATION/PROJECT DESCRIPTION		
Project Address (If different than front page)		Block/Lot(s) (If different than front page)
Case No.	Previous Building Permit No.	New Building Permit No.
Plans Dated	Previous Approval Action	New Approval Action
Modified Project Description:		

DETERMINATION IF PROJECT CONSTITUTES SUBSTANTIAL MODIFICATION
Compared to the approved project, would the modified project:
<input type="checkbox"/> Result in expansion of the building envelope, as defined in the Planning Code;
<input type="checkbox"/> Result in the change of use that would require public notice under Planning Code Sections 311 or 312;
<input type="checkbox"/> Result in demolition as defined under Planning Code Section 317 or 19005(f)?
<input type="checkbox"/> Is any information being presented that was not known and could not have been known at the time of the original determination, that shows the originally approved project may no longer qualify for the exemption?
<b>If at least one of the above boxes is checked, further environmental review is required.</b>

DETERMINATION OF NO SUBSTANTIAL MODIFICATION	
<input type="checkbox"/> The proposed modification would not result in any of the above changes.	
If this box is checked, the proposed modifications are categorically exempt under CEQA, in accordance with prior project approval and no additional environmental review is required. This determination shall be posted on the Planning Department website and office and mailed to the applicant, City approving entities, and anyone requesting written notice.	
Planner Name:	Signature or Stamp:





# 2022 MILLS ACT HISTORICAL PROPERTY CONTRACT

**Elizabeth Gordon-Jonckheer**  
Principal Planner  
GAO Hearing, November 17, 2022

**Gretel Gunther**  
Preservation Planner



**San Francisco**  
**Planning**

942-944 Fell Street built 1908/Alamo Square Historic District



# MILLS ACT APPLICATION REVIEW REQUIREMENTS

## ■ 5 Priority Considerations

- Necessity,
- Investment,
- Distinctiveness,
- Recently Designated Landmark
- Legacy Business

## ■ Eligibility Exemption Requirements

1. The site, building, or structure is a particularly significant resource; and
2. Granting the exemption will assist in the preservation of a site, building, or structure that would otherwise be in danger of demolition, substantial alteration, or disrepair

## ■ Racial and Social Equity Considerations

THANK YOU



**San Francisco**  
**Planning**

**Gretel Gunther**  
Preservation Planner  
San Francisco Planning

Gretel.Gunther@sfgov.org  
[www.sfplanning.org](http://www.sfplanning.org)





## PRE-APPROVAL INSPECTION REPORT

**Report Date:** May 31, 2022  
**Inspection Date:** May 23, 2022  
**Filing Date:** May 2, 2022  
**Case No.:** 2022-004344MLS  
**Project Address:** 942-944 Fell Street  
**Block/Lot:** 0823/017, 0823/018  
**Eligibility:** Contributor to Alamo Square Historic District  
**Zoning:** RM-1 (Residential-Mixed, Low Density)  
**Height & Bulk:** 40-X

**Supervisor District:** District 5 (Dean Preston)

**Project Sponsor:** Julie Chin  
**Email Address:** [chinrents@gmail.com](mailto:chinrents@gmail.com)

**Staff Contact:** Gretel Gunther – (628) 652-7607  
Gretel.Gunther@sfgov.org  
**Reviewed By:** Elizabeth Gordon-Jonckheer – (628)-652-7365  
elizabeth.gordon-jonckheer@sfgov.org

### Pre-Inspection

☒ Application fee paid

☒ Record of calls or e-mails to applicant

- Throughout April 2022: Regular email correspondence between Planning Department and homeowner regarding question about the Mills Act application process and to coordinate a project

review meeting time.

- April 26, 2022: Project review meeting with homeowner.
- April 6, 2022: Project review meeting with project sponsor team.
- May 18, 2022: Email correspondence with property owner to schedule a site visit.
- May 26, 2022: Planning Department sent revised Rehabilitation and Maintenance Plan to homeowner for review.

## Inspection Overview

Date and time of inspection: Monday, May 23, 2022; 9:30am

Parties present: Gretel Gunther  
Shannon Ferguson  
Julie Chin

Inspect property. If multi-family or commercial building, inspection included a:

- ☒ Thorough sample of units/spaces
- ☐ Representative
- ☐ Limited

☒ Review any recently completed and in progress work to confirm compliance with Contract.

☒ Review areas of proposed work to ensure compliance with Contract.

☒ Review proposed maintenance work to ensure compliance with Contract.

☐ Identify and photograph any existing, non-compliant features to be returned to original condition during contract period. n/a

☒ Yes      ☐ No      Does the application and documentation accurately reflect the property's existing condition? If no, items/issues noted:

☒ Yes      ☐ No      Does the proposed scope of work appear to meet the Secretary of the Interior's Standards? If no, items/issues noted: See below

☒ Yes      ☐ No      Does the property meet the exemption criteria, including architectural style, work of a master architect, important persons or danger of deterioration or demolition without rehabilitation? If no, items/issues noted:

☒ Yes      ☐ No      Does the property meet the priority considerations including necessity, investment, distinctiveness, recently designated city landmark or legacy business? If no, items/issues noted:

*Staff has performed an initial review of the application and determined that the subject property appears to meet three of the five Priority Considerations: Distinctiveness, Necessity and Investment. The subject property represents a distinctive and well-preserved example of the Classical Revival style of architecture and the property is in danger of deterioration without rehabilitation. Additionally, the property owner will be investing additional money towards the rehabilitation other than for routine maintenance. The subject property does not meet the recently designated landmark and Legacy Business criteria.*

## Notes

942-944 Fell Street is a contributing building to the Article 10 Alamo Square Historic District. It is located on the north side of Fell Street between Pierce and Steiner Streets, Assessor's Block/Lots 0823/017, 0823/018. The subject property is located within a RM-1 (Residential-Mixed, Low Density) Zoning District and a 40-X Height and Bulk District. The building is a two story over garage, wood-frame, two-unit residential building constructed in 1908.

The subject property is currently valued by the Assessor's Office at less than \$3,000,000. Therefore, an exemption from the tax assessment value is not required.

The rehabilitation plan proposes to perform top plate and foundation repair, replace the roof, repair and paint the siding and decorative detailing, replace the garage door, replace the roof, repair the front steps, side walls, and front porch, repair windows on side and rear elevations, replace vinyl windows on front elevation. The estimated cost of the proposed rehabilitation work is \$308,100.

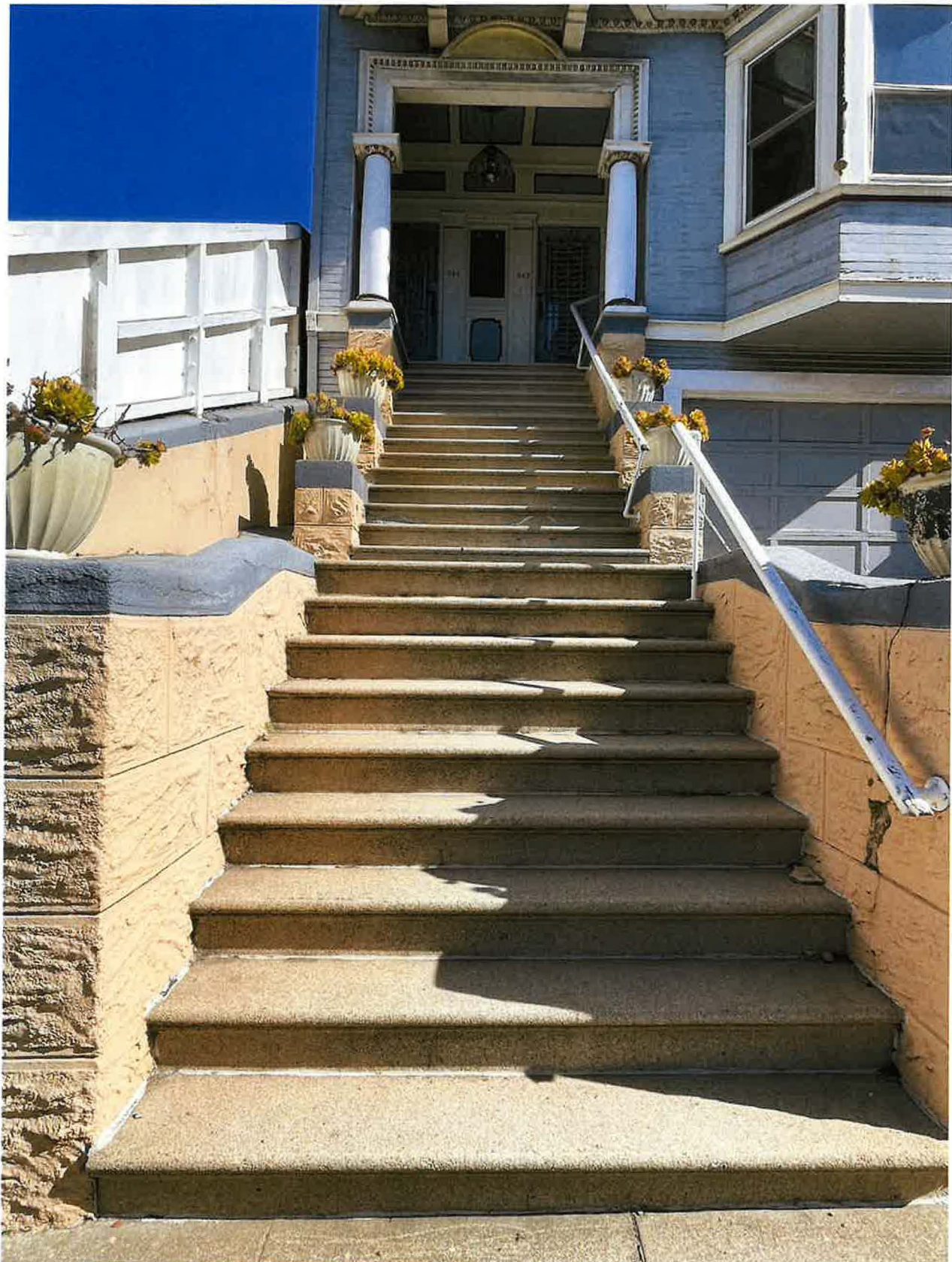
The maintenance plan proposes to inspect and make any necessary repairs to the top plate/foundation, roof, siding, windows and doors on an annual basis. The estimated cost of maintenance work is \$8,655.00 annually.

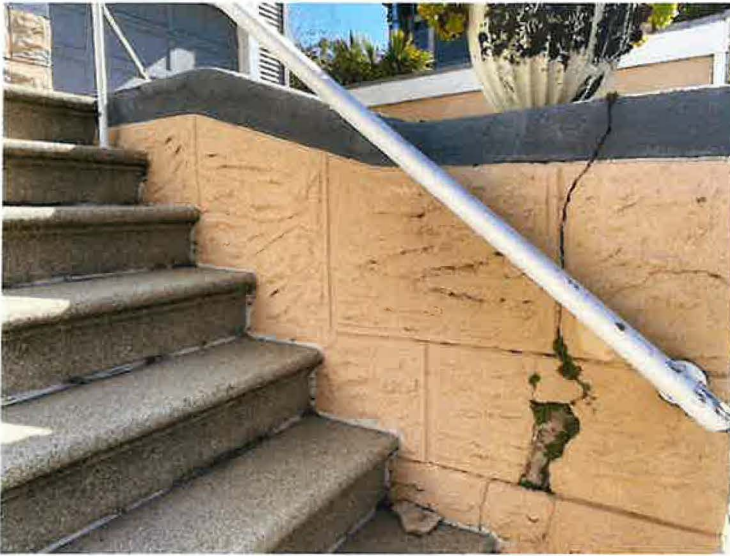
The application is complete and will be forwarded to the Assessor-Recorder on June 1, 2022

## Photographs

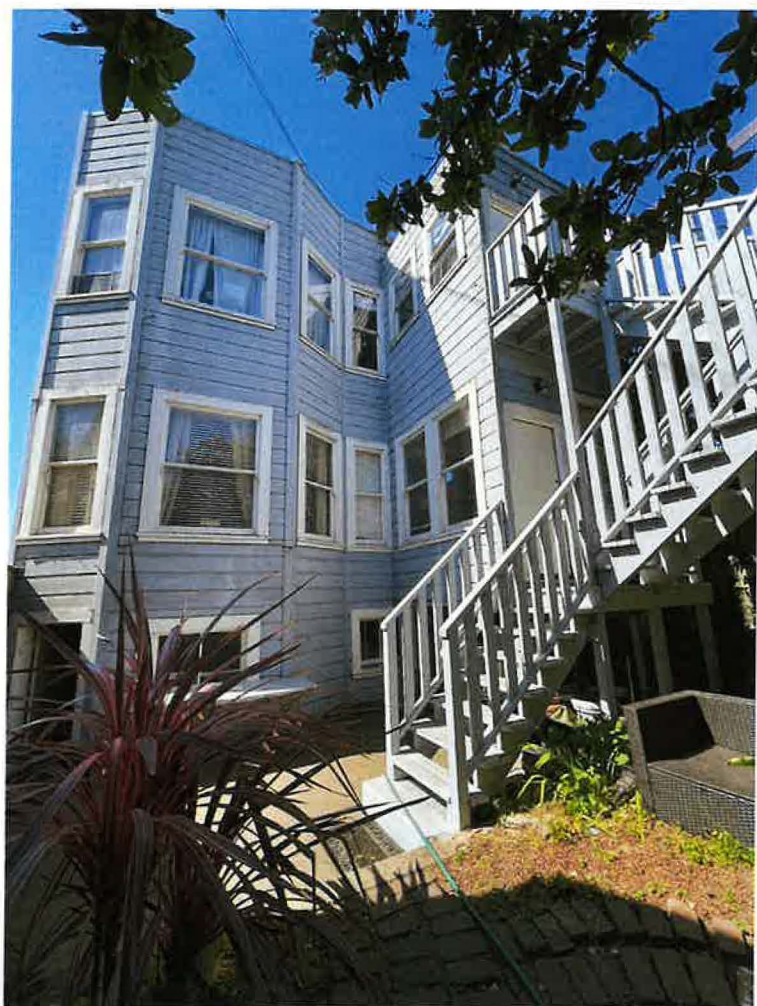














# 2022 MILLS ACT HISTORICAL PROPERTY CONTRACT EXECUTIVE SUMMARY

**HEARING DATE: OCTOBER 5, 2022**

**Re:** 2022 Mills Act Historical Property Contract  
**Staff Contact:** Gretel Gunther - 628-652-7607  
Gretel.Gunther@sfgov.org  
**Reviewed By:** Elizabeth Gordon-Jonckheer - 628-652-7352  
Elizabeth.Gordon-Jonckheer@sfgov.org

**Record No.:** 2022-004344MLS  
**Project Address:** 942-944 Fell Street  
**Zoning:** RM-1 - Residential- Mixed, Low Density  
**Height & Bulk:** 40-X Height and Bulk District  
**Historic District:** Alamo Square Historic District  
**Block/Lot:** 0823/017, 018  
**Project Sponsor:** Julie A. Chin  
**Property Owner:** Julie A. Chin  
522 Ortega Street  
San Francisco, CA 94122  
650-996-8033  
chinrents@gmail.com

## Property Description

942-944 Fell Street is a contributing building to the Article 10 Alamo Square Historic District. It is located on the north side of Fell Street between Pierce and Steiner Streets, Assessor's Block 0823, Lots 017 and 018. The subject property is located within an RM-1 (Residential- Mixed, Low Density) Zoning District and a 40-X Height and Bulk District. 942-944 Fell Street is a two-story over garage, wood-frame, two-unit residential building constructed in 1908. The subject property has had two condominiums since 1994. Both condominiums are currently tenant occupied. The subject property does not have any open complaints, enforcement cases, or violations.

## Project Description

This project is for a Mills Act Historical Property Contract for 942-944 Fell Street.

- The owner of the qualified historical property submitted an application for a historical property contract to the Department by the May 1, 2022, application deadline.
- The subject property is listed as a contributor to the Alamo Square Historic District and is thus a qualified historical property. The subject property is currently valued by the Assessor's Office at under \$3,000,000 and does not require an exemption to property value limits.
- The Assessor-Recorder estimated the property owner will receive \$11,687 in property tax savings in the first year as a result of the Mills Act Contract. Please refer to the attached Market Analysis and Income Approach Report and Preliminary Valuation spreadsheet prepared by the Assessor-Recorder for detailed information.
- As detailed in the application, the applicant proposes to rehabilitate and maintain the historic property. The proposed Rehabilitation Plan (Exhibit A) proposes to replace the roof, replace the garage door, replace and repair windows, repair and paint siding, repair the concrete walls, steps, and handrail, repair doors, repair detailing at the front façade including the soffits, window trim, cornice, brackets and entryway detailing, and repair the rear yard stairs. The estimated cost of the proposed rehabilitation work is \$308,100.
- The proposed Maintenance Plan (Exhibit B) proposes to inspect and make any necessary repairs to the exterior facades, roof, siding, windows and doors, foundation, and stairs on an annual basis. The annual estimated cost of maintenance work is \$8,655.
- No changes to the use of the property are proposed. The Department has determined that the proposed work, as detailed in Exhibits A and B, is in conformance with the *Secretary of Interior's Standards for Rehabilitation*. Please refer to the attached Rehabilitation and Maintenance Plans for a full description of the proposed work. Future rehabilitation and restoration work required under the Mills Act Contract will require a building permit and an Administrative Certificate of Appropriateness prior to the work being completed. An affidavit demonstrating compliance with the Rehabilitation and Maintenance Plans is required to be submitted to the Department on an annual basis.
- The Department reviews all Mills Act Contract applications on the merit of five *Priority Criteria Considerations* (Necessity, Investment, and Distinctiveness, Recently Designated City Landmark, Legacy Business). The subject property meets three of the five Priority Considerations: Necessity, Investment, and Distinctiveness. 942-944 Fell Street meets the Necessity criterion as it is in danger of deterioration and in need of substantial rehabilitation and restoration. The proposed rehabilitation will require significant associated costs to ensure the preservation of the subject property. 942-944 Fell Street meets the Investment criterion as the property owner will invest additional money towards the rehabilitation other than for routine maintenance. The current property owner has owned the subject property since 2014 and is committed to investing in the restoration, rehabilitation, and maintenance the property. The rehabilitation and restoration work will not require any tenants in the building to be temporarily displaced while the work is completed. Finally, 942-944 Fell Street meets the Distinctiveness criterion as

the proposed rehabilitation project will preserve and enhance the integrity of a contributor to the Alamo Square Historic District. The subject property does not meet the Recently Designated City Landmarks or the Legacy Business criteria. Alamo Square was designated an Article 10 landmark district in 1984 and therefore is not a recent landmark. A Legacy Business is not located at the subject property.

## **Public/Neighborhood Input**

The Department has received no inquiries from the public about the proposed project.

## **Environmental Review Status**

The Project is exempt from the California Environmental Quality Act ("CEQA") as a Class 31 categorical exemption as the proposed project is limited to maintenance, repair, stabilization, restoration, conservation, or reconstruction of the subject property in a manner consistent with the Secretary of the Interior's Standards for the Treatment of Historic Properties. The Categorical Exemption for the Mills Act Contract application is attached in the attachments following the Executive Summary. Rehabilitation and restoration work required under the Mills Act Contract will require separate Categorical Exemption(s).

## **Basis for Recommendation**

**942-944 Fell Street:** The Department recommends **APPROVAL** of the Mills Act Historical Property Contract as it meets the provisions of Chapter 71 of the Administration Code and the Priority Considerations. The proposed rehabilitation and maintenance work conforms with the *Secretary of Interior's Standards for Rehabilitation*. Granting the Mills Act historical property contract will help the property owner mitigate rehabilitation expenditures and adequately maintain the property in the future.

## **Attachments**

Maps and Context Photos  
Draft Resolution  
Draft Mills Act Contract  
Exhibits A & B: Draft Rehabilitation and Maintenance Plan  
Draft Mills Act Valuation provided by the Assessor-Recorder's Office  
Categorical Exemption  
Pre-Approval Inspection Report  
Mills Act Application

## Mills Act Historical Property Contract Overview

### CHAPTER 71 – CALIFORNIA MILLS ACT

Ordinance No. 191-96 amended the San Francisco Administrative Code by adding Chapter 71 to implement the California Mills Act, California Government Code Sections 50280 et seq (the Mills Act). The Mills Act authorizes local governments to enter into contracts with owners of a qualified historical property who will rehabilitate, restore, preserve, and maintain the property. As consideration for the rehabilitation, restoration, preservation and maintenance of the qualified historical property, the City and County of San Francisco may provide certain property tax reductions in accordance with Article 1.9 (commencing with Section 439) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

San Francisco contains many historic buildings that add to its character and international reputation. Many of these buildings have not been adequately maintained, may be structurally deficient, or may need rehabilitation. The costs of properly rehabilitating, restoring and preserving historic buildings may be prohibitive for property owners. Implementation of the Mills Act in San Francisco will make the benefits of the Mills Act available to many property owners.

The benefits of the Mills Act to the individual property owners as well as the historical value of the individual buildings proposed for historical property contracts must be balanced with the cost to the City and County of San Francisco of providing the property tax reductions set forth in the Mills Act.

## Eligibility

### QUALIFIED HISTORICAL PROPERTY

An owner, or an authorized agent of the owner, of a qualified historical property may apply for a historical property contract. For purposes of Chapter 71, “qualified historical property” means privately owned property that is not exempt from property taxation and that either has submitted a complete application for listing or designation, or has been listed or designated in one of the following ways on or before December 31 of the year before the application is made:

- (1) Individually listed in the National Register of Historic Places;
- (2) Listed as a contributor to an historic district included on the National Register of Historic Places;
- (3) Designated as a City landmark pursuant to San Francisco Planning Code Article 10;
- (4) Designated as contributory to a landmark district designated pursuant to San Francisco Planning Code Article 10; or
- (5) Designated as significant (Categories I or II) or contributory (Categories III or IV) to a conservation district designated pursuant to San Francisco Planning Code Article 11.

### LIMITATIONS ON ELIGIBILITY

Eligibility for historical property contracts is limited to sites, buildings, or structures with an assessed valuation as of December 31 of the year before the application is made of \$3,000,000 or less for single-family dwellings and \$5,000,000 or less for multi-unit residential, commercial, or industrial buildings, unless the individual property is granted an exemption from those limitations by the Board of Supervisors. For the purposes of this section, “assessed valuation” shall not include any portion of the value of the property that is already exempt from payment of property taxes.

### **EXEMPTION FROM LIMITATIONS ON ELIGIBILITY**

The Historic Preservation Commission may recommend that the Board of Supervisors grant an exemption from the limitations imposed by this section upon finding that:

- (1) The site, building, or structure is a particularly significant resource; and
- (2) Granting the exemption will assist in the preservation of a site, building, or structure that would otherwise be in danger of demolition, substantial alteration, or disrepair.

Properties applying for an exemption must provide evidence that it meets the exemption criteria, including a Historic Structure Report (HSR) to substantiate the exceptional circumstances for granting the exemption.

The Board of Supervisors may approve a historical property contract not otherwise meeting the eligibility requirements if it finds that the property is a qualified historical property that meets exemption criteria listed above and is especially deserving of a contract due to the exceptional nature of the property and other special circumstances.

### **WHO MAY APPLY AND APPLICATION CONTENT**

An owner, or an authorized agent of an owner, of a qualified historical property may submit an application for a historical property contract to the Planning Department on forms provided by the Planning Department. The property owner is required to provide, at a minimum, the address and location of the qualified historical property, evidence that the property is a qualified historical property and meets the valuation requirements of Chapter 71, the nature and cost of the rehabilitation, restoration or preservation work to be conducted on the property, financial information necessary for the Assessor-Recorder to conduct the valuation assessment under the Mills Act, including any information regarding income generated by the qualified historical property, and a plan for continued maintenance of the property. The Planning Department, the Historic Preservation Commission, or the Assessor-Recorder may require any further information necessary to make a recommendation on or conduct the valuation of the historical property contract.

### **APPLICATION DEADLINES**

The annual application deadline for a historical property contract is May 1. Application for a historical property contract may be submitted to the Planning Department between January 1 and May 1 of each year.

## **Approval Process**

### **ASSESSOR-RECORDER REVIEW**

Once an application has been received and found to be complete, the Planning Department refers the application for a historical property contract to the Assessor-Recorder for review and recommendation. Within 60 days of the receipt of a complete application, the Assessor-Recorder is required to provide to the Board of Supervisors and Historic Preservation Commission a report estimating the yearly property tax revenue to the City under the proposed Mills Act contract valuation method and under the standard method without the proposed Mills Act contract, and showing the difference in property tax assessments under the two valuation methods. If the Assessor-Recorder determines that the proposed rehabilitation includes substantial new construction or a change of use, or the valuation is otherwise complex the Assessor-Recorder may extend this period for up to an additional 60 days by providing written notice of the extension to the applicant, the Historic Preservation Commission, and the Board of Supervisors. Such notice shall state the basis for the extension. If the

Assessor-Recorder fails to provide a report and recommendation within the time frames set forth here, the Historic Preservation Commission and Board of Supervisors may proceed with their actions without such report and recommendation.

#### **HISTORIC PRESERVATION COMMISSION REVIEW**

The Historic Preservation Commission has the authority to recommend approval, disapproval, or modification of historical property contracts to the Board of Supervisors. For this purpose, the Historic Preservation Commission is required to hold a public hearing to review the application for the historical property contract and make a recommendation regarding whether the Board of Supervisors should approve, disapprove, or modify the historical property contract within 90 days of receipt of the Assessor-Recorder's report or within 90 days of the date the report should have been provided if none is received. The recommendation of the Historic Preservation Commission may include recommendations regarding the proposed rehabilitation, restoration, and preservation work, the historical value of the qualified historical property, and any proposed preservation restrictions or maintenance requirements to be included in the historical property contract. The Planning Department forwards the application and the recommendation of the Historic Preservation Commission to approve or modify a historical property contract to the Board of Supervisors. Failure of the Historic Preservation Commission to act within the 90-day time limit constitutes a recommendation of disapproval, and the Planning Department is required to notify the property owner in writing of the Historic Preservation Commission's failure to act. If the Historic Preservation Commission recommends disapproval of the historical property contract, such decision is final unless the property owner files an appeal with the Clerk of the Board of Supervisors within 10 days of the final action of the Historic Preservation Commission or within 10 days of the Planning Department's notice of the Historic Preservation Commission's failure to act.

#### **BUDGET ANALYST REVIEW**

Upon receipt of the recommendation of the Historic Preservation Commission or upon receipt of a timely appeal, the Clerk of the Board of Supervisors is required to forward the application and Assessor-Recorder's report to the Budget Analyst, who, then prepares a report to the Board of Supervisors on the fiscal impact of the proposed historical property contract.

#### **BOARD OF SUPERVISORS DECISION**

The Board of Supervisors is required to conduct a public hearing to review the Historic Preservation Commission's recommendation, the Assessor-Recorder's report if provided, the Budget Analyst's report, and any other information the Board requires in order to determine whether the City should execute a historical property contract for a particular property. The Board of Supervisors has full discretion to determine whether it is in the public interest to enter into a historical property contract regarding a particular qualified historical property. The Board of Supervisors may approve, disapprove, or modify and approve the terms of the historical property contract. Upon approval, the Board of Supervisors authorizes the Director of Planning and the Assessor-Recorder to execute the historical property contract.

### **Terms of the Mills Act Historical Property Contract**

The historical property contract sets forth the agreement between the City and the property owner that as long as the property owner properly rehabilitates, restores, preserves and maintains the qualified historical property as set forth in the contract, the City shall comply with California Revenue and Taxation Code Article 1.9

(commencing with Section 439) of Chapter 3 of Part 2 of Division 1, provided that the specific provisions of the Revenue and Taxation Code are applicable to the property in question. A historical property contract is required to contain, at a minimum, the following provisions:

- (1) The initial term of the contract, which shall be for a minimum period of 10 years;
- (2) The owner's commitment and obligation to preserve, rehabilitate, restore and maintain the property in accordance with the rules and regulations of the Office of Historic Preservation of the California Department of Parks and Recreation and the United States Secretary of the Interior's Standards for the Treatment of Historic Properties;
- (3) Permission to conduct periodic examinations of the interior and exterior of the qualified historical property by the Assessor-Recorder, the Department of Building Inspection, the Planning Department, the Office of Historic Preservation of the California Department of Parks and Recreation and the State Board of Equalization as may be necessary to determine the owner's compliance with the historical property contract;
- (4) That the historical property contract is binding upon, and shall inure to the benefit of, all successors in interest of the owner;
- (5) An extension to the term of the contract so that one year is added automatically to the initial term of the contract on the anniversary date of the contract or such other annual date as specified in the contract unless notice of nonrenewal is given as provided in the Mills Act and in the historical property contract;
- (6) Agreement that the Board of Supervisors may cancel the contract, or seek enforcement of the contract, when the Board determines, based upon the recommendation of any one of the entities listed in Subsection (3) above, that the owner has breached the terms of the contract. The City shall comply with the requirements of the Mills Act for enforcement or cancellation of the historical property contract. Upon cancellation of the contract, the property owner shall pay a cancellation fee of 12.5 percent of the full value of the property at the time of cancellation (or such other amount authorized by the Mills Act), as determined by the Assessor-Recorder without regard to any restriction on such property imposed by the historical property contract; and
- (7) The property owner's indemnification of the City for, and agreement to hold the City harmless from, any claims arising from any use of the property.

The City and the qualified historical property owner shall comply with all provisions of the Mills Act, including amendments thereto. The Mills Act, as amended from time to time, shall apply to the historical property contract process and shall be deemed incorporated into each historical property contract entered into by the City.

The Planning Department shall maintain a standard form "Historical Property Contract" containing all required provisions specified by this section and state law. Any modifications to the City's standard form contract made by the applicant shall be subject to approval by the City Attorney prior to consideration by the Historic Preservation Commission and the Board of Supervisors.

As noted above, the Department recommends APPROVAL of the Mills Act Historical Property Contract for 942-944 Street as it meets the provisions of Chapter 71 of the Administration Code and the Priority Considerations. The proposed rehabilitation and maintenance work conforms with the *Secretary of Interior's Standards for Rehabilitation*. Granting the Mills Act historical property contract will help the property owner mitigate rehabilitation expenditures and adequately maintain the property in the future.



October 18, 2022

Ms. Angela Calvillo, Clerk  
Board of Supervisors  
City and County of San Francisco  
City Hall, Room 244  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102

Re: Transmittal of Planning Department Case Number: 2022-004344MLS  
Mills Act Historical Property Contract for 942-944 Fell Street

Board File No. \_\_\_\_\_ (pending)

Historic Preservation Commission Recommendation:	<b>Approval</b>
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Dear Ms. Calvillo,

On October 5, 2022, the Historic Planning Commission conducted a duly noticed public hearing at a regularly scheduled meeting to consider the Application for Mills Act Historical Property Contract for 942-944 Fell Street. At the hearing the Historic Preservation Commission recommended to approve the proposed Resolution.

The Resolution recommends the Board of Supervisors approve the Mills Act Historical Property Contract as the property is a historical resource and the proposed Rehabilitation and Maintenance plan is appropriate and conforms to the Secretary of the Interior's Standard for the Treatment of Historic Properties. Please refer to the attached exhibits for specific work to be completed for each property.

The Project Sponsor submitted the Mills Act application on May 1, 2022. As detailed in the Mills Act application, the Project Sponsor has committed to Rehabilitation and Maintenance plans that will include both annual and cyclical scopes of work. The Mills Act Historical Property Contract will help the Project Sponsor mitigate expenditures and enable the Project Sponsor to maintain their historic property in excellent condition in the future.

The Planning Department will administer an inspection program to monitor the provisions of the contract. This program will involve a yearly affidavit issued by the property owner verifying compliance with the approved Maintenance and Rehabilitation plans as well as a cyclical 5-year site inspection.

The Mills Act Historical Property Contract is time sensitive. The contract must be recorded with the Assessor-Recorder by December 30, 2022, to become effective in 2023. We respectfully request this item be introduced

at the next available hearing date. Your prompt attention to this matter is appreciated.

Please find attached documents relating to the actions of the Commission. If you have any questions or require further information, please do not hesitate to contact me.

Sincerely,



Aaron D. Starr  
*Manager of Legislative Affairs*

cc: Andrea Ruiz-Esquide, City Attorney's Office  
Erica Major, Land Use Clerk, Office of the Clerk of the Board

**Attachments:**

HPC Resolution No. 1274, dated October 5, 2022  
HPC Executive Summary, dated October 5, 2022  
Draft Mills Act Historical Property Contract  
Rehabilitation & Maintenance Plans (Exhibits A & B)  
Draft Mills Act Valuation prepared by the Assessor-Recorder's Office  
Categorical Exemption  
Mills Act Application  
Planning Department Pre-Approval Inspection Report